

1. 9:30 A.M. Commission Meeting 2-28-2023 Agenda

Documents:

[2-28-2023 CM.PDF](#)

- 1.1. 9:30 AM Commission Meeting 2-28-2028 Docs

Documents:

[02-28-2023 AGENDA DOCS.PDF](#)



**CASCADE COUNTY COMMISSION MEETING**  
**325 2<sup>nd</sup> Avenue North, Great Falls, MT**  
**Commission Chambers, Room 105 or via Zoom Webinar**  
**February 28, 2023 - 9:30 a.m.**



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

[https://us02web.zoom.us/webinar/register/WN\\_8SwVI5aMSB2VDYVqVuQ9FQ](https://us02web.zoom.us/webinar/register/WN_8SwVI5aMSB2VDYVqVuQ9FQ)

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 842 3242 2055 Passcode: 669948

**Agenda Topics:**

**Call to Order:**

**Chairman Briggs**

**Pledge of Allegiance:**

*Please note the agenda order is tentative and subject to change by the Board without prior notice.*

*Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.*

*Public comment during public participation is limited to a maximum seven minutes.*

**Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.**

**Report of Approved Treasurer's Monthly Report**

**Consent Agenda:** The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

**(A) Approval of Minutes and Minute Entries:**

**Contract 23-20:** Ratification of Subrecipient Agreement between Cascade County and Grassland Colony regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$50,000. Effective: Date of Signing - December 31, 2026.

**Contract 23-21:** Ratification of Subrecipient Agreement between Cascade County and Homestead Acres Water & Sewer District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$86,133.18. Effective: Date of Signing - December 31, 2026.

**Contract 23-22:** Ratification of Subrecipient Agreement between Cascade County and Gore Hill County Water District regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$277,250. Effective: Date of Signing - December 31, 2026.

**Contract 23-23:** Ratification of Subrecipient Agreement between Cascade County and Centerville Public Schools regarding the use of the American Rescue Plan Act (ARPA) funds for Water and/or Sewer Infrastructure Project.

Total Award of ARPA Funds: \$320,176. Effective: Date of Signing - December 31, 2026.

1.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Resolution 23-10:</u></b> A resolution amending the policy for eligibility for Cascade County's Indigent Cremation/Burial Fund.	James L. Larson Commissioner
2.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Resolution 23-11:</u></b> A resolution approving Financing documents for a Project on behalf of Montana Renewables, LLC in furtherance of the Issuance of Revenue Bonds to finance costs of designing, engineering, and constructing a Renewable Fuels Refinery under Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended. <i>(Ref: Resolution 22-77, R0438463, Resolution 22-75, R0437808)</i>	Carey Ann Haight Deputy County Attorney
3.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Contract 23-24:</u></b> Professional Services Agreement between Heritage Health Solutions Inc. and the Cascade County Sheriff's Office providing off-site administrative healthcare.	Captain Darby Sheriff's Office





**CASCADE COUNTY COMMISSION MEETING**  
**325 2<sup>nd</sup> Avenue North, Great Falls, MT**  
**Commission Chambers, Room 105 or via Zoom Webinar**  
**February 28, 2023 - 9:30 a.m.**



4.	<b><u>Public Hearing</u></b> <b><u>Resolution 23-12:</u></b> A resolution to amend to zoning map of the Cascade County Zoning Regulations by rezoning Parcel #2619975 from Open Space District to the Mixed-Use District.	<b>Raina Leavens Planner</b>
5.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Contract 23-25:</u></b> State & Local Fair Market Value Lease Agreement with <i>Pitney Bowes SendPro C Auto 95 Auto Mailing Machine</i> through Kelly Connect. Lease Term: 60 Months	<b>Rae Grulkowski Commissioner</b>
6.	<b>Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)</b>	
7.	<b>Adjournment.</b>	

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the

### CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/4/2023

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #325452 through #325593 totaling \$ 338,099.28 and EFT #9102735 through #9102728 totaling \$ 527,011.49 for an A/P total of \$ 865,110.77 dated 2/6/2023 through 2/10/2023.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the

### CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/11/2023

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #325594 through #325770 totaling \$ 279,166.12 and EFT #9102759 totaling \$ 35,658.16 for an A/P total of \$ 314,824.28 dated 2/13/2023 through 2/17/2023.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

**TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS****January 31, 2023****BANK BALANCES:****STATEMENTS**

US BANK MASTER ACCOUNT	\$ 5,635,374.21
TOTAL	<u>\$ 5,635,374.21</u>

**INVESTMENTS:**

MT Board of Investments - Short Term Investment Pool (STIP)	\$ 65,162,024.54
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TOTAL	<u>\$ 65,162,024.54</u>
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GRAND TOTAL	<u>\$ 70,797,398.75</u>
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**OTHER BANK BALANCES:****STATEMENTS**

CLERK OF COURT RESTITUTION	\$ 15,530.30
SHERIFF'S COMMISSARY	\$ 188,219.92
SHERIFF'S CIVIL	\$ 2,100.00
SHERIFF'S EVIDENCE	\$ 325,800.19
JUSTICE COURT OLD TRUST	\$ 1,358.59
JUSTICE COURT NEW TRUST	\$ 165,923.10

TOTAL	<u>\$ 698,932.10</u>
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**RECEIPTS:**

MOTOR VEHICLE	\$ 1,157,289.59
PROPERTY TAX	\$ 1,006,844.31
REVENUE RECEIPTS	\$ 4,142,676.31

TOTAL	<u>\$ 6,306,810.21</u>
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**DISBURSEMENTS: Made in the current month.**

MONTANA MOTOR VEHICLE DIVISION	\$ 858,303.31
MONTANA DEPT. OF REVENUE	\$ 143,374.49
CITY OF GREAT FALLS	\$ 478,769.87
GREAT FALLS PUBLIC SCHOOLS	\$ 245,854.07
MISC. REMITTANCES	\$ 61,068.39

TOTAL	<u>\$ 1,787,370.13</u>
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**February 28, 2023**

**Contract 23-20**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Approval of Subrecipient Agreement  
with Grassland Colony  
for ARPA Funding Allocation

**INITIATED AND PRESENTED BY:** Joe Briggs, Commission Chair

**ACTION REQUESTED:** Approval of Contract 23-20

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**BACKGROUND:**

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Grassland Colony and Cascade County for ARPA funding allocation in the amount of \$50,000.

**RECOMMENDATION:**

The recommendation is to approve Contract 23-20.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-20, an agreement between Cascade County and Grassland Colony for ARPA funding allocation in the amount of \$50,000."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-20".



**SUBRECIPIENT AGREEMENT****BETWEEN CASCADE COUNTY, MT AND GRASSLAND COLONY REGARDING USE  
OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS FOR WATER AND/OR  
SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, and the Grassland Colony (hereinafter "Grantee"), 714 Eden Road Great Falls, MT 59405, UEI#: JTXAYGW7QV24, collectively referred to herein as the "Parties".

**SOURCES OF FUNDING**

The sources of the funding for this Contract are \$50,000.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.

Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
  - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).



- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
  - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record



keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim



setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:



- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

**10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

**11. IMPROPER PAYMENTS:** Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.

12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified



in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

**19. DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.

**20. PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**21. INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.



**26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE**

**COMPLIANCE:** The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

**27. USE OF NAME.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**28. ASSIGNMENTS:** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

**29. MODIFICATIONS:** This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

**30. SEVERABILITY:** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**31. TERMINATION:** Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.



32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8<sup>th</sup> Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

**40. LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

GRASSLAND COLONY

BY: Edward J Entz 2-10-23  
Name Date  
Title  
Sec/Treasurer

CASCADE COUNTY, MONTANA

BY: Joe Briggs 2/8/23  
Joe Briggs Date  
Chairman, Cascade County

## **EXHIBIT A**

### **WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS**

<b>Application #</b>	<b>Round 2-3</b>
<b>Grantee</b>	<b>Grassland Colony</b>
<b>Project Name</b>	<b>Public System Well Repair</b>
<b>ARPA Award</b>	<b>\$50,000.00</b>
<b>Overall Project Budget</b>	<b>\$50,000.00</b>
<b>Project Description</b>	<b>Replacement of pipe pump and wire.</b>
<b>Projected Timeline</b>	<b>August 15, 2022 - October 20, 2022</b>

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Rae Grulkowski, Commissioner**

**Passed and adopted at Commission Meeting held on this 28th day of February 2023.**

**Attest**

**On this 28th day of February 2023, I hereby attest the above-written signatures of  
Joe Briggs, James L. Larson, and Rae Grulkowski, Cascade County Commissioners.**

\_\_\_\_\_  
**SANDRA MERCHANT, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**February 28, 2023**

**Contract 23-21**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

**ITEM:** Approval of Subrecipient Agreement  
with Homestead Acres Water & Sewer District  
for ARPA Funding Allocation

**INITIATED AND PRESENTED BY:** Joe Briggs, Commission Chair

**ACTION REQUESTED:** Approval of Contract 23-21

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**BACKGROUND:**

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Homestead Acres Water & Sewer District and Cascade County for ARPA funding allocation in the amount of \$86,133.18.

**RECOMMENDATION:**

The recommendation is to approve Contract 23-21.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-21, an agreement between Cascade County and Homestead Acres Water & Sewer District for ARPA funding allocation in the amount of \$86,133.18."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-21".

**SUBRECIPIENT AGREEMENT****BETWEEN CASCADE COUNTY, MT AND HOMESTEAD ACRES WATER & SEWER DISTRICT REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, and the Homestead Acres Water & Sewer District (hereinafter "Grantee"), 15 East Country Lane Great Falls, MT 59404, UEI#: FFPMU12LFYE3, collectively referred to herein as the "Parties".

**SOURCES OF FUNDING**

The sources of the funding for this Contract are \$86,133.18 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.



Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
  - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
  - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record



keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim

setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;



- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

**10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

**11. IMPROPER PAYMENTS:** Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.



12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

- 19. DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.
- 20. PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 21. INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.



- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

**26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE**

**COMPLIANCE:** The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

**27. USE OF NAME.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**28. ASSIGNMENTS:** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

**29. MODIFICATIONS:** This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

**30. SEVERABILITY:** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**31. TERMINATION:** Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.




32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8<sup>th</sup> Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

**40. LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

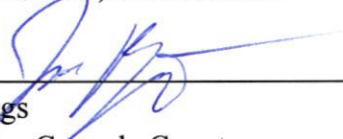
This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

HOMESTEAD ACRES WATER & SEWER DISTRICT

BY:   
Name Rock L. Ryni  
Title President

2/14/23  
Date

CASCADE COUNTY, MONTANA

BY:   
Joe Briggs  
Chairman, Cascade County

2/8/23  
Date

## **EXHIBIT A**

### **WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS**

<b>Application #</b>	<b>Round 2-2</b>
<b>Grantee</b>	<b>Homestead Acres Water &amp; Sewer District</b>
<b>Project Name</b>	<b>Well #3: Full Repair</b>
<b>ARPA Award</b>	<b>\$23,788.00</b>
<b>Overall Project Budget</b>	<b>\$23,788.00</b>
<b>Project Description</b>	<b>Well #3, Full well repair</b>
<b>Projected Timeline</b>	<b>Project Completion: June 3, 2022</b>



## **EXHIBIT A**

### **WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS**

<b>Application #</b>	<b>Round 2-2</b>
<b>Grantee</b>	<b>Homestead Acres Water &amp; Sewer District</b>
<b>Project Name</b>	<b>Well #4: Full Repair</b>
<b>ARPA Award</b>	<b>\$62,345.18</b>
<b>Overall Project Budget</b>	<b>\$62,345.18</b>
<b>Project Description</b>	<b>Well #4: Full well repair</b>
<b>Projected Timeline</b>	<b>Project Completion: December 2024</b>

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Rae Grulkowski, Commissioner**

**Passed and adopted at Commission Meeting held on this 28th day of February 2023.**

**Attest**

**On this 28th day of February 2023, I hereby attest the above-written signatures of  
Joe Briggs, James L. Larson, and Rae Grulkowski, Cascade County Commissioners.**

\_\_\_\_\_  
**SANDRA MERCHANT, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**February 28, 2023**

**Contract 23-22**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Approval of Subrecipient Agreement  
with Gore Hill County Water District  
for ARPA Funding Allocation

**INITIATED AND PRESENTED BY:** Joe Briggs, Commission Chair

**ACTION REQUESTED:** Approval of Contract 23-22

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**BACKGROUND:**

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Gore Hill County Water District and Cascade County for ARPA funding allocation in the amount of \$277,250.

**RECOMMENDATION:**

The recommendation is to approve Contract 23-22.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-22, an agreement between Cascade County and Gore Hill County Water District for ARPA funding allocation in the amount of \$277,250."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-22".

**SUBRECIPIENT AGREEMENT****BETWEEN CASCADE COUNTY, MT AND GORE HILL COUNTY WATER DISTRICT  
REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS  
FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, and the Gore Hill County Water District (hereinafter "Grantee"), 4503 62nd Avenue SW Great Falls, MT 59404, UEI#: DBYYNB64YVM7, collectively referred to herein as the "Parties".

**SOURCES OF FUNDING**

The sources of the funding for this Contract are \$277,250.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.



Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
  - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
  - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record



keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim

setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;



- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

**10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

**11. IMPROPER PAYMENTS:** Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.



12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

**19. DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.

**20. PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**21. INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.



22. **REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
23. **ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
24. **MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
25. **INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

**26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE**

**COMPLIANCE:** The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

**27. USE OF NAME.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**28. ASSIGNMENTS:** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

**29. MODIFICATIONS:** This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

**30. SEVERABILITY:** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**31. TERMINATION:** Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.




- 32. MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8<sup>th</sup> Judicial District in and for the County of Cascade, Montana.
- 33. PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
- 34. NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
- 35. OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
- 36. INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
- 37. NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
- 38. TIME:** Time is of the essence of this Agreement.
- 39. REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

**40. LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.


**41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

GORE HILL COUNTY WATER DISTRICT

BY:  2/15/2023  
Name David Schuler Date  
Title Gore Hill County Water District  
President of Board of Directors

CASCADE COUNTY, MONTANA

BY:  2/8/23  
Joe Briggs Date  
Chairman, Cascade County



## **EXHIBIT A**

### **WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS**

**Application #** 1-7

**Grantee** Gore Hill County Water District

**Project Name** Gore Hill Water District Water System  
**Improvements**

**ARPA Award** \$277,250.00

**Overall Project Budget** \$1,440,000.00

**Project Description**

Construction of two new replacement water supply wells, lining of concrete water storage tanks and installation of polyphate chemical feed equipment.

**Projected Timeline** June 15, 2022 - July 15, 2023

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Rae Grulkowski, Commissioner**

**Passed and adopted at Commission Meeting held on this 28th day of February 2023.**

**Attest**

**On this 28th day of February 2023, I hereby attest the above-written signatures of  
Joe Briggs, James L. Larson, and Rae Grulkowski, Cascade County Commissioners.**

\_\_\_\_\_  
**SANDRA MERCHANT, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**February 28, 2023**

**Contract 23-23**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Approval of Subrecipient Agreement  
with Centerville Public Schools  
for ARPA Funding Allocation

**INITIATED AND PRESENTED BY:** Joe Briggs, Commission Chair

**ACTION REQUESTED:** Approval of Contract 23-23

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**BACKGROUND:**

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Centerville Public Schools and Cascade County for ARPA funding allocation in the amount of \$320,176.

**RECOMMENDATION:**

The recommendation is to approve Contract 23-23.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-23, an agreement between Cascade County and Centerville Public Schools for ARPA funding allocation in the amount of \$320,176."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-23".

**SUBRECIPIENT AGREEMENT****BETWEEN CASCADE COUNTY, MT AND CENTERVILLE PUBLIC SCHOOLS  
REGARDING USE OF AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS  
FOR WATER AND/OR SEWER INFRASTRUCTURE PROJECT**

This Subrecipient Agreement ("Agreement") is entered into between **Cascade County, Montana**, (hereinafter "County") a political subdivision of the State of Montana, (hereinafter "Grantor") 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, and the Centerville Public Schools (hereinafter "Grantee"), 693 Stockett Road Sand Coulee, MT 59472, UEI#: CBSSXBR6N3J9, collectively referred to herein as the "Parties".

**SOURCES OF FUNDING**

The sources of the funding for this Contract are \$320,176.00 from the Section 602B and 603 B of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub 1, No. 117-1 (March 11, 2021) authorizing the Department of Treasury to make payments to Cascade County from the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund under Contract #1505-0271 for Assistance Listing Number (ALN) 21.019 and are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2CFRPart 200. Subpart F – Audit Requirements of the Uniform Guidance implementing the Single Audit Act shall apply to this award.

Parties understand that neither involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Agreement does not create any new organization or legal entity.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated and made part hereof by reference, and the mutual covenants and promises herein contained, it is agreed as follows by the Parties hereto:

1. **DATE AND TERM:** This Agreement is effective upon the date of signing and shall remain in effect until no later than December 31, 2026. Specifically, all of Grantee's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Grantee, within which all such obligations must be liquidated, will run through December 31, 2026.
2. **DESCRIPTION OF PROJECT/SCOPE OF WORK:** *Exhibit A*, attached, contains a detailed description of the project, as well as projected dates of completion, and estimates for total cost of the project.
3. **RELATIONSHIP OF THE PARTIES:** Because ARPA funds are provided through federal funding, recipients of ARPA funds are accountable to the United States Treasury.



Likewise, recipients are also accountable to the United States Treasury for oversight of their subrecipients, including ensuring that subrecipients comply with SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, Treasury's Final Rule, reporting requirements as applicable, and all other applicable federal and state laws governing the use of federal funds. As Subrecipient of the Grantor's ARPA funds, the Grantee shall use all SLFRF in compliance with all applicable state and federal laws. In addition, Grantee shall provide to the Grantor proper documentation of costs, applicable compliance requirements and how they have been satisfied, and any other documentation necessary for the Grantor's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

4. **USE OF FUNDS:** Grantee understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. Grantee shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Parties agree that the funds shall be used in accordance with the project previously specified in Grantee's ARPA application to Grantor, and further detailed in the attached *Exhibit A*.
5. **PAYMENT:** The Grantor may disapprove a requested reimbursement, or a portion thereof based upon Grantee's failure to comply with any material provision of this Agreement, including failure to comply with any and all required reporting obligations. The amount of Total Agreement Funds, however, is subject to adjustment by the Grantor if a substantial change is made by the Grantee as to the dedication of the funds that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the previously approved activities.
  - a. Reimbursement requests for work performed during the term of this Agreement must be submitted to the Grantor's liaison within 90 calendar days prior the expiration of this Agreement in order to receive payment. Any late requests will not be granted.
6. **FINANCIAL MANAGEMENT:** Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. The Grantee's financial management system also must maintain the necessary records that identify receipts, disbursements, assets, liability, and balances in the event Grantor, federal awarding agency, or some other entity wants to review the records. 2 CFR § 200.302(b).

- A. Grantee agrees to comply with any reporting obligations established by Treasury or required by Grantor as they relate to this award. Grantee agrees to provide to the Grantor updated detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Grantee for payment relating to the project, receipts showing Grantee has paid the bills, the status (%) of the Project completed, the projected date of Project completion, an accounting of Grantee's ARPA money, an accounting of grants received by the Grantee for purposes of completing the project, and the estimated final costs of completing the project, **within fifteen (15) calendar days following the close of each quarterly period**, of each year that the Project remains in operation before the Project is completed.
- B. The Grantee shall also provide to the Grantor an annual Project and Expenditure Report which comply with the requirements of the Project and Expenditure Report due to U.S. Treasury on the prescribed deadlines.
  - i. That annual Project and Expenditure Report shall comply with the Final Rule and shall include but not be limited to the following information: 1) A Description of the Project; 2) Project Expenditures; 3) Project Status; 4) Project Demographic Distribution; 5) Project Subawards; 6) Civil Rights Compliance; 7) Required Programmatic Data; and 8) Required Programmatic Data for Infrastructure Projects.
- C. The Grantee further agrees that if it is receiving \$750,000 or more in federal funds within a fiscal year, the Grantee shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.
- D. Required documentation, invoices, and proof of payment shall be required to release Grantor's funds to the Grantee.
- E. If Grantor believes that the Grantee is not keeping pace with the project schedule, as outlined in *Exhibit A*, Grantee may be asked to produce an updated project schedule to show compliance with ARPA deadlines, and a detailed strategy to get the project back on track timewise, prior to any more distribution of money from the Grantor. Grantor has the discretion to halt and potentially cancel the distribution of funds to the Grantee depending on Grantee's ability to maintain project schedule.
- F. Beyond the grant accounting system, Grantee must establish other grants management systems, including: 1. A procurement system for making purchases using subaward money. 2 CFR § 200.318; 2. A property management system. 2 CFR § 200.310-.316; and 3. A reporting and record



keeping system that addresses not only financial records and reports, but also program income and performance requirements. 2 CFR § 200.334.

Subject to possible future changes mandated by ARPA which may necessitate modification, the current controlling ARPA Reporting Deadlines are as follows:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 - 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Grantee shall maintain records and financial documents sufficient to evidence Compliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing. The Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Grantee for a period of five (5) years after all funds related to the Project have been expended. The Grantee shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Grantee agrees that the Grantor may, with appropriate notice to Grantee, audit all records, reports, and other documents, which the Grantee maintains under or in the course of this Agreement to ensure compliance with this Agreement. In addition, the Grantor may require with reasonable cause and notice the Grantee to submit to an audit by a Certified Public Accountant or other person acceptable to the Grantor, paid for by the Grantee. The Grantee shall submit a claim

setting forth the Project budgets, disbursements, and balances for the Grantor. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made by the Grantee to the Grantor. Grantee shall allow the Grantor and its agents the right to physically and regularly inspect the Project and all financial and operational records pertaining to the Project at any reasonable time to verify status and progress of the Project and verify compliance with this Agreement. The Grantor may terminate this Agreement upon any refusal of the Grantee to allow access to records necessary for the auditor or Grantor to carry out the audit or analysis functions.

8. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Grantee shall conform with state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Montana Infrastructure Advisory Commission Application Guidelines, the Compliance and Reporting Guidance SLFRF Version 3.0 (February 28, 2022), the ARPA interim Final Rule (86 FR 26786, page 26786-26824), the ARPA Final Rule (87 FR 4338, page 4338-4454), and the Act Implementing the American Rescue Plan Act, Montana House Bill 632. In addition, Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. Further, Grantee agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any and all agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;



- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. The Grantee agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, Prevailing Wage, Procurement of Professional Services, Solicitation for Bids, the Montana Environmental Protection Act, Public Notice and Participation.
- G. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

Grantee also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

**10. PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** Grantee has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Grantee has not been hired by the County to perform any work for or on behalf of the County. Grantee shall remain responsible for all work performed for the completion of Project. In performing the Project, Grantee is not an agent, employee, or independent contractor of the County. The agents, employees, contractors, and independent contractors associated with or hired by Grantee relating to the Project are not agents, employees, contractors, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Grantee, its agents, employees, contractors, and independent contractors and the County.

- a. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorization requirements from government agencies and authorities prior to the initiation of the project or required to be obtained by the time of competition of the project to be eligible for reimbursement funds under this Agreement. These permits or authorizations may be required by state, local or federal agencies.
- b. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. Grantee, by entering into this Agreement, shall not assume that any required permits or authorizations by any state, federal, or local agency will be approved by such agencies.

**11. IMPROPER PAYMENTS:** Any expenditure by Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the Grantor, the US Department of Treasury, the MT Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability and shall be paid solely by Grantee, immediately upon notification of such, from funds other than those provided by Grantor under this Agreement or any other agreements between the Parties. This provision shall survive the expiration or termination of this Agreement.



12. **PRE-AWARD COSTS:** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
13. **CONFLICTS OF INTEREST:** Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Parties must disclose, in writing, to Treasury or the pass-through entity, as appropriate, any potential conflicts of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
14. **REMEDIAL ACTIONS:** In the event of Grantee's noncompliance with Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and Treasury's regulations regarding the forgoing, or any reporting or other program requirements, Grantor may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) regarding the use of funds, previous payments shall be subject to recoupment as provided in the Act.
15. **HATCH ACT:** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. **FALSE STATEMENTS:** Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. **PUBLICATIONS:** Any publications produced with funds from this award must display the following language: "This project is being funded, in whole or in part, by federal award number OMB 1505-0271 awarded to Cascade County by the U.S. Department of the Treasury."
18. **DEBTS OWED:** Any funds paid to Grantee that are: (1) in excess of the amount to which the Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Title VI of the Social Security Act (Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds) and have not been repaid by the Grantee, shall constitute a debt to the Grantor. Any debts determined to be owed must be paid promptly to the Grantor by the Grantee. A debt is delinquent if it has not been paid by the date specified

in the Treasury's or Grantor's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. Grantor will take any actions available to it in law or in equity to collect such a debt.

- 19. DISCLAIMER:** The Grantor expressly disclaims any and all responsibility or liability to the Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract, or subcontract under this Agreement. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the Grantor and the Grantee.
- 20. PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Grantee shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 21. INCREASING SEAT BELT USE IN THE UNITED STATES:** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Grantee shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.



- 22. REDUCING TEXT MESSAGING WHILE DRIVING:** Pursuant to Executive Order 3513, 74 FR 51225 (Oct. 6, 2009), the Grantee shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee shall establish workplace safety policies to decrease accidents caused by distracted drivers.
- 23. ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the Board of Cascade County Commissioners and the Grantee's governing body hereby agree to coordinate with the Grantee's Project Contact Person, and the Grantee's project engineer. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.
- 24. MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** Any purchase of equipment by Grantee with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Grantee and may only be disposed of in compliance with 2 CFR 200.313. The primary purpose of this Agreement is to allow the Grantor to delegate responsibility for the design and construction of the Grantee's Project to the Grantee and to define the procedures by which the Grantor will disburse funds to pay the costs incurred as a result of these activities. The Grantee's project assets will be constructed or improved as described in the contract documents and described in Project, and the Grantee shall continue to own and operate those facilities.
- 25. INDEMNIFICATION:** The Grantee shall protect, indemnify, defend, and save the Grantor and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity, on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Grantee, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this Agreement; on account of the failure of the Grantee to perform under and comply with the scope of work and legal requirements of this document. The duty of the Grantee to defend is not contingent upon an admission or jury determination that the Grantee committed any negligent acts or engaged in any willful misconduct. The Grantee shall pay the reasonable costs and attorney fees incurred by the Grantor in establishing its right to defense or indemnification provided herein. The Grantee's obligations under this section survive termination or expiration of this Agreement.

**26. OBLIGATIONS CONTINGENT ON FEDERAL FUNDING AND GRANTEE**

**COMPLIANCE:** The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by Grantor from the ARPA/SLFRF and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Grantor receives from the ARPA/SLFRF is reduced, the Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The Grantor also may deny payment for Grantee's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Grantee to comply with the terms and conditions of this Agreement.

**27. USE OF NAME.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

**28. ASSIGNMENTS:** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

**29. MODIFICATIONS:** This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

**30. SEVERABILITY:** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**31. TERMINATION:** Grantor may suspend or terminate this Agreement if the Grantee fails to comply with any term and conditions herein, reasonable directives or orders issued by the Grantor, or with applicable rules and regulations established for use of the SLFRF funds by the US Treasury. Specifically, termination of this agreement must follow the uniform guidance under 2 CFR §§ 200.340-200.343. Either party may terminate this agreement, without cause, upon giving 30 days written notice to the nonterminating party.



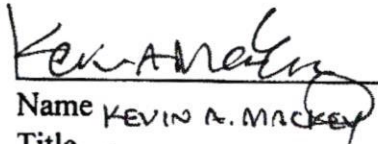
32. **MONTANA'S LAW AND VENUE:** The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 8<sup>th</sup> Judicial District in and for the County of Cascade, Montana.
33. **PUBLIC ACCESS TO INFORMATION:** Grantee acknowledges that the Grantor is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.
34. **NON-WAIVER:** No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.
35. **OTHER-ACTS:** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Grantee, Grantee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Grantor may reasonably request, any and all further acts, deeds and assurances as Grantor may reasonably require to consummate the transactions contemplated herein, and otherwise effect the terms and provisions hereof.
36. **INTERPRETATION:** This Agreement is an agreement between financially sophisticated and knowledgeable parties and is entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.
37. **NO THIRD PARTY BENEFICIARIES:** Each of the provisions of this Agreement is for the sole and exclusive benefit of the Parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.
38. **TIME:** Time is of the essence of this Agreement.
39. **REMEDIES CUMULATIVE:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

**40. LIMITATION OF GRANTOR'S AUTHORITY:** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Grantor from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**41. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS:** The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by the Grantee pertaining to the Project prior to the effective date of this Agreement are to be compensated under the terms of this Agreement. This Agreement shall become effective upon the date of the last signature of Parties indicating acceptance and agreement to the terms and conditions.

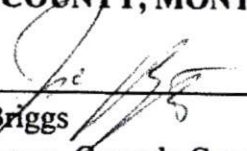
This Agreement will be filed with the Cascade County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

**CENTERVILLE PUBLIC SCHOOLS**

BY:   
Name KEVIN A. MACKAY  
Title BOARD CHAIR -

2/15/2023  
Date

**CASCADE COUNTY, MONTANA**

BY:   
Joe Briggs  
Chairman, Cascade County

2/09/23  
Date



## **EXHIBIT A**

### **WATER AND/OR SEWER INFRASTRUCTURE PROJECT FOR AMERICAN RECOVERY RESCUE PLAN ACT (ARPA) FUNDS**

**Application #** 2-20

**Grantee** Centerville Public Schools

**Project Name** Centerville Public School Water System  
**Improvements**

**ARPA Award** \$320,176.00

**Overall Project Budget** \$366,322.00

#### **Project Description**

The project goal is to rehabilitate the existing public water system well, drill an additional public water system well, install energy efficient well controls to conserve energy and operate the wells more effectively, and replace an old, galvanized water main that may fail, leaving the school without water. This will provide a continuous supply of safe and reliable water to Centerville school in the event a source well is in need of maintenance.

**Projected Timeline** September 1, 2022 - July 31, 2023

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Rae Grulkowski, Commissioner**

**Passed and adopted at Commission Meeting held on this 28th day of February 2023.**

**Attest**

**On this 28th day of February 2023, I hereby attest the above-written signatures of  
Joe Briggs, James L. Larson, and Rae Grulkowski, Cascade County Commissioners.**

\_\_\_\_\_  
**SANDRA MERCHANT, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**February 28, 2023**

**Agenda #1**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

<b>ITEM:</b>	<b>In the Matter of Amending The Policy For Eligibility for Cascade County's Indigent Cremation/Burial Fund</b>
<b>INITIATED AND PRESENTED BY:</b>	<b>James L. Larson, Commissioner</b>
<b>ACTION REQUESTED:</b>	<b>Approval of Resolution 23-10</b>

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**BACKGROUND:**

Montana Code Annotated § 53-3-116(1) allows a county to provide a program of indigent assistance that it determines necessary and further provides that that program may provide for the burial, entombment, or cremation of indigents. Montana Code Annotated § 53-3-116(2) provides that a county may establish the criteria for determining eligibility for assistance, including but not limited to residency requirements, limits on income and resources, and the amount, scope and duration of assistance and pursuant to Montana Code Annotated § 53-3-116(4), the program may be funded with money derived from a county mill levy as authorized by law. The Board of Cascade County Commissioners determined that it is appropriate to utilize a portion of the Cascade County mill levy to establish an indigent fund for the purpose of provide limited financial assistance for indigent cremation or burial for qualifying Cascade County resident indigent decedents and on June 13, 2017 passed and adopted Resolution 17-60, R0340917 establishing a Cascade County Indigent Fund Policy which outlines the terms, conditions, scope, eligibility, and approval process to be utilized by Cascade County in reviewing applications for eligibility for such indigent assistance.

The fund currently provides local funeral homes a maximum of \$650 indigent funding assistance for each qualifying case. Legislative changes and inflationary trends have occurred since 2017 which make it appropriate for the Board of Cascade County Commissioners to amend the existing policy, including modifying the maximum funding per case to \$750.00 as further outlined in Resolution 23-10.

**RECOMMENDATION:** Approval of Resolution 23-10.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission approve Resolution 23-10, A Resolution Amending the Policy for Eligibility for Cascade County's Indigent Cremation/Burial Fund.

**MOTION TO DISAPPROVE:** Mr. Chair, I move that the Commission disapprove Resolution 23-10.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF AMENDING THE  
POLICY FOR ELIGIBILITY FOR CASCADE  
COUNTY'S INDIGENT CREMATION/BURIAL FUND**

**RESOLUTION 23-10**

**WHEREAS**, the Montana State Legislature made certain findings at Montana Code Annotated § 53-3-115(1) that county governments are in the best position to efficiently and effectively deliver services for those in need of public assistance and services which the legislature eliminated State funding for; and

**WHEREAS**, the Legislature made further findings at Montana Code Annotated § 53-3-115(4) that the financing of public assistance programs by each county may not provide uniform assistance throughout the state; and

**WHEREAS**, Montana Code Annotated § 53-3-116(1) allows a county to provide a program of indigent assistance that it determines necessary; and

**WHEREAS**, Montana Code Annotated § 53-3-116(1) further provides that that program may provide for the burial, entombment, or cremation of indigents; and

**WHEREAS**, Montana Code Annotated § 53-3-116(2) provides that a county may establish the criteria for determining eligibility for assistance, including but not limited to residency requirements, limits on income and resources, and the amount, scope and duration of assistance; and

**WHEREAS**, Montana Code Annotated § 53-3-116(4) authorizes the program to be funded with money derived from a county mill levy as authorized by law; and

**WHEREAS**, Montana Code Annotated § 53-3-116(6) further provides for a county to seek reimbursement pursuant to Montana Code Annotated §§ 40-6-301 and 40-6-303, if applicable, for costs a county may pay for indigent assistance; and

**WHEREAS**, the Board of Cascade County Commissioners determined, in its discretion, that it is appropriate to utilize a portion of the Cascade County mill levy to establish an indigent fund for the purpose of provide limited financial assistance for indigent cremation or burial for qualifying Cascade County resident indigent decedents; and

**WHEREAS**, the Board of Cascade County Commissioners on June 13, 2017 passed and adopted Resolution 17-60 (R0340917) establishing a Cascade County Indigent Fund Policy (Policy) establishing the terms, conditions, scope, eligibility, and approval process to be utilized by Cascade County in reviewing applications for eligibility for such indigent assistance; and

**WHEREAS**, the Board of Cascade County Commissioners have considered whether it is appropriate to revise the Policy to address legislative changes and inflationary trends which have occurred since its adoption.



**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County, Montana, that the attached Cascade County Indigent Cremation /Burial Fund Policy is hereby adopted; and

**NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED** by the Board of County Commissioners of Cascade County, Montana, that the attached Cascade County Indigent Cremation/Burial Fund Policy shall supplant and supersede the previous Policy and shall be effective immediately.

**PASSED** and adopted at the Commission Meeting held on 28th day of February, 2023.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

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**Joe Briggs, Chairman**

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**James L. Larson, Commissioner**

---

**Rae Grulkowski, Commissioner**

**ATTEST**

On this \_\_\_\_\_, day of \_\_\_\_\_, 2023, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Rae Grulkowski, Cascade County Commissioners.

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**Sandra Merchant  
Cascade Clerk & Recorder**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

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**DEPUTY COUNTY ATTORNEY**

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# CASCADE COUNTY INDIGENT CREMATION/BURIAL FUND POLICY

**Authority:** The Cascade County Indigent Fund ("Fund") is a discretionary fund which has been established by the Board of County Commissioners pursuant to Montana Code Annotated § 53-3-116. The Fund is supported in its entirety by taxpayer dollars.

**Purpose:** To provide limited financial assistance to a local Funeral Homes for their services in cremating/burying a qualifying indigent Decedent as defined herein.

**Scope:** The expenditure from the Fund shall be \$750.00 for any eligible Decedent. Pursuant to Montana Code Annotated § 53-3-116(6), a funeral home or mortician that recovers an amount in excess of the amount provided by the Fund under this policy, shall reimburse the County for the amount recovered up to the amount provided by the Fund.<sup>1</sup>

**Eligibility:** To be eligible for financial assistance under the Program, the Decedent shall meet each of the below criteria establishing Indigence:

1. The Decedent must be a Cascade County resident or a transient;
2. The Decedent must have died in Cascade County;
3. The Decedent does not have any spouse/domestic partner, adult child/children\*, parent, or adult sibling(s);
4. The Decedent did not have a life insurance policy in place at the time of death;
5. The Decedent does not own, possess or have any interest in property; and

\* The requirement that the Decedent not have adult child/children is waived if the child/children do(es) not own, possess or have any interest in property and through disability or other serious compromising condition or limitation is not capable of being gainfully employed or if the child/children have been excused by reason of intemperance, indolence, immorality, or profligacy of the Decedent from having responsibility for the Decedent.

## **Definitions:**

- A. **Life Insurance Policy:** Insurance that pays out a sum of money on the death of the Decedent.
- B. **Property:** Includes both real and personal property and any interest in that property, as well as anything that may be the subject of ownership, including cash, bank accounts, insurance policies, stocks, bonds and the like.

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<sup>1</sup> For example: The Indigent Fund contributes \$650 under this policy for the eligible Decedent. Following such contribution, the funeral home/mortician acquires funds applicable to the account of the eligible Decedent. Any amount of money up to \$650 so acquired by the funeral home/mortician shall thereafter be paid over by the funeral home/mortician to the County.



- C. Child/Children: Includes an individual entitled to take as a child under chapters 1 through 5 of Title 72, Montana Code Annotated, by intestate succession from the Decedent and excludes a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant.
- D. Parent: Includes any person entitled to take, or who would be entitled to take if the Decedent died without a will, as a parent under chapters 1 through 5 of Title 72, Montana Code Annotated, by intestate succession from the Decedent and excludes any person who is only a stepparent, foster parent, or grandparent.
- E. Sibling: Includes those persons who are born from the same father and mother of the Decedent, or from one of them only.
- F. Spouse: Decedent's partner (without regard to gender) in a formal (e.g., solemnized, registered or declared) or informal (e.g. "common law") union.
- G. Immediate Family: includes the spouse, parent, adult child, and adult sibling of the Decedent.
- H. Resident: a person domiciled in Cascade County, Montana, for a minimum of sixty (60) consecutive days. A person who has been physically present in Cascade County, Montana for a minimum of sixty (60) consecutive days for purposes of hospitalization/medical care is not a Resident.
- I. Transient: a person that is not a resident but is transitorily present in Cascade County and who has no apparent domicile elsewhere.

**Approval Process**: Compliance with the following approval process will determine whether indigent assistance for burial expenses will be provided by Cascade County:

1. A funeral home must complete and submit Cascade County's Indigent Cremation/Burial Assistance Fund Application ("Application") which is attached hereto, within thirty (30) days of the Decedent's death, to the Cascade County Attorney's Office.
2. The Cascade County Attorney's Office will review the Request Form and make an eligibility determination based upon the information contained in the Request Form and as outlined in the Policy.
3. Approval, disapproval or a request for follow up information will be made by the Cascade County Attorney's Office within five (5) business days.
4. Accompanying financial documentation as specified on the Application must be provided.
5. Upon Application approval, the funeral home will be responsible for submitting the approved Application and other necessary invoices for payment to the Accounting Department.

PASSED AND ADOPTED by the Board of County Commissioners of Cascade County, Montana,  
this 28<sup>th</sup> day of February, 2023.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

**Attest**

On this \_\_\_\_ day of \_\_\_\_\_ 2023, I hereby attest the above-written signatures of the Board of  
Cascade County Commissioners.

\_\_\_\_\_  
Sandra Merchant  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF  
CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE  
COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER  
PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



# **CASCADE COUNTY INDIGENT CREMATION/BURIAL FUND APPLICATION**

_____ Name of Deceased	_____ Date of Birth	_____ Date of Death	_____ Date of Services (if any)
_____ Address	_____ Family/Friend Contact Name		_____ Phone No.
_____ Funeral Home	_____ Funeral Home Contact Name		_____ Phone No./Fax No.
_____ Spouse/Domestic Partner Y/N	_____ Children Y/N	_____ Parents Y/N	_____ Siblings Y/N

DECEDENT'S - Financial Status/Hardships: Please give details.

Income \_\_\_\_\_

Bank Accounts \_\_\_\_\_

Life Insurance \_\_\_\_\_

Real estate/Vehicles \_\_\_\_\_

Other Valuables \_\_\_\_\_

Hardships \_\_\_\_\_

DECEDENT'S SPOUSE/DOMESTIC PARTNER; CHILD/CHILDREN; PARENTS; SIBLINGS - Financial Status/Hardships (Give Relationship, Name, Phone Number, and Details for each individual – attach additional pages as needed.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has Public Administrator been contacted? Y/N

County Use: Approved / Denied \_\_\_\_\_ Date: \_\_\_\_\_

Contact: Carey Ann Haight, Deputy County Attorney - Work 406-454-6915 Cell 406-836-7222  
chaight@cascadecountymt.gov

February 28, 2023

Agenda #3

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Professional Services Agreement between  
Heritage Health Solutions, Inc., and the Cascade  
County Sheriff's Office

**INITIATED & PRESENTED BY:** Captain William Darby  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract #23-24

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**BACKGROUND:**

The purpose of this agreement is to provide administrative healthcare services of certain medical care and prescription plan services not provided by the County for inmates at the Cascade County Detention Center, which will hopefully result in cost-savings for the County. Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County. This will include negotiating with local providers to participate in the Heritage Network and managing the appeal process with providers. As previously established, the County will not be responsible, and Heritage will not process, payment for any pre-existing medical conditions of inmates.

**TERM:** February 28, 2023 – February 27, 2026

**RECOMMENDATION:** Approval of Contract #23-24.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #23-24, Professional Services Agreement with Heritage Health Solutions, Inc. Effective February 28, 2023 to February 27, 2026.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #23-24, Professional Services Agreement with Heritage Health Solutions, Inc. Effective February 28, 2023 to February 27, 2026.



## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") between Heritage Health Solutions Inc., a Texas Corporation, having its principal office located at 750 Canyon Dr., Coppell, TX 75019 ("Heritage"), and Cascade County Sheriff's Office, located at 3800 Ulm N Frontage Road Great Falls, MT 59404 ("County"). Heritage and County may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Heritage has considerable expertise in providing off-site administrative healthcare services as described in Attachment A (the "Services"); and

WHEREAS, the County desires to employ Heritage to provide administrative healthcare services of certain medical care and prescription plan services not provided by County for inmates at the County's Adult Detention Center; and

WHEREAS, Heritage is able and agreeable to provide the County with administrative healthcare services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The initial term of this Agreement shall commence on the date first written above and shall continue for a period of three (3) years (the "Initial Term"). Unless either Party gives the other written notice of desire to terminate or renegotiate this Agreement within sixty (60) days prior to the expiration of the Initial Term, this Agreement will automatically renew for an additional two (2) year term.
2. **Scope of Services.** Heritage agrees to perform the Services described in Section III of Attachment A ("Services"). The intervals at which the Services will be provided and other details regarding the Services are set forth in the attachments to this Agreement.
3. **Preferred Provider.** Heritage is County's preferred provider for those Services identified as preferred in Attachment A ("Preferred Services"). The County agrees to purchase from Heritage all of its requirements for the Preferred Services during the term of this Agreement.
4. **Process of Billing:** All medical claims shall first go to the County for processing and review. Within fifteen (15) calendar days of receipt of the bill, the County will forward those bills to Heritage.
5. **Price and Payment.** a. Prices for the Services are listed in Attachment B ("Price Offering"). Applicable taxes and similar assessments are not included in the prices and will be billed separately on the County's invoice.  
  
b. Payments are due within thirty (30) days of the invoice date. All payments by the County under this Agreement shall be made by electronic funds transfer. Heritage and County agrees that, in the event the County fails to make payment when due, an amount equal to the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum amount allowed by law, will be added to all amounts outstanding which have not in good faith been disputed by the County. In the event that County in good faith disputes the charges set forth in an invoice, County shall notify Heritage within thirty (30) days of its receipt of such invoice. County will pay all undisputed charges in accordance with this

Section 5.

6. **Termination.** Either Party may terminate this Agreement if the other Party fails to perform in accordance with this Agreement and the breaching Party fails to correct such default or neglect within thirty (30) days after written notice thereof. Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party.

7. **Representations and Warranties.**

- a. Heritage is engaged in the business of providing the Services.
- b. Heritage represents and warrants that it will perform all work in a safe and efficient manner and using industry accepted practices;
- c. Heritage represents and warrants that it will comply with all requirements of federal, state, provincial and local laws, rules, regulations, by-laws, ordinances, and orders ("Laws") applicable to the Services to be performed.
- d. Heritage represents and warrants that the Services shall conform to the description set forth in the applicable attachment and shall be provided in accordance with applicable law in a professional manner by qualified individuals.
- e. County represents and warrants to Heritage that it is and shall remain in compliance with all federal, state and local laws, rules and regulations applicable to County's business and that County shall implement, maintain and document privacy and security policies and procedures in accordance with applicable laws, rules and regulations.
- f. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES BY HERITAGE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY IMPLIED BY COURSE OF PERFORMANCE OF USAGE OF TRADE. COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICES INCORPORATE THIRD PARTY SERVICES OR MATERIALS, WITH RESPECT TO WHICH HERITAGE MAKES NO REPRESENTATION OR WARRANTY. HERITAGE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR OR INTERRUPTION FREE, WILL BE PERFORMED OR ACHIEVED BY ANY PARTICULAR DEADLINE OR WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS. COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE INTENDED TO SUPPLEMENT, BUT NOT COMPLETELY REPLACE, TRADITIONAL MEDICAL OR PSYCHIATRIC CARE.

8. **Insurance.** Heritage agrees to procure and maintain at least the following insurance (where applicable) covering the Services:

- a. Workers' Compensation  
Statutory
- b. Employer's Liability
  - Bodily Injury by Accident \$1,000,000 Each Accident
  - Bodily Injury by Disease \$1,000,000 Policy Limit
  - Bodily Injury by Disease \$1,000,000 Each Employee
- c. General Liability (bodily injury and property damage - combined single limit)



General Aggregate Per Policy	\$2,000,000
Product & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- d. Automobile Liability (and MCS-90 Motor Carriers Act of 1980 endorsement)  
\$1,000,000 combined single limit

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be provided to the County. *The certificates must name the County as certificate holder and Heritage shall provide copies of additional insured endorsements required by Heritage's commercial general liability and automobile liability policies.* Heritage shall endeavor to notify County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. County reserves the right to require complete copies of insurance policies at all times.

#### 9. Compliance With Workers' Compensation Act.

Heritage shall comply with all state law Workers' Compensation requirements, including the Montana Workers' Compensation Act (as applicable in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA) while performing work for the County. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Heritage nor its employees are County employees. This insurance/exemption must be valid for the entire Agreement term and any renewal. Upon expiration, a renewal document must be sent to the County.

#### 10. Compliance With Laws.

Heritage shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Heritage is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Heritage subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Heritage agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

#### 11. Indemnification.

- A. HERITAGE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE REASONABLE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE LAWYERS' FEES, CONSULTANT OR OTHER PROFESSIONAL FEES AND THE REASONABLE COSTS OF INVESTIGATION, ANY REMEDIAL ACTIONS REQUIRED BY LAW, REGULATION OR ORDER (COLLECTIVELY REFERRED TO AS "LOSSES"), TO THE EXTENT THAT



SUCH LOSSES ARE CAUSED IN WHOLE OR IN PART BY: (I) HERITAGE'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF HERITAGE TO BE TRUE, ACCURATE, AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF HERITAGE OR ITS EMPLOYEES OR AGENTS.

- b. COUNTY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND HERITAGE, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, TO THE EXTENT THAT SUCH LOSSES CAUSED IN WHOLE OR PART BY: (I) COUNTY'S BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT; (II) THE FAILURE OF ANY REPRESENTATION OR WARRANTY OF COUNTY TO BE TRUE, ACCURATE, AND COMPLETE; OR (III) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF COUNTY OR ITS EMPLOYEES OR AGENTS.

- 12. **Disputes.** The Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and or negotiation in good faith and a spirit of mutual cooperation. This Agreement shall be governed by and construed in accordance with the domestic laws of Cascade County without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Cascade County, MT.
- 13. **Attorneys' Fees.** If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the Parties shall bear their own attorneys' fees and costs.
- 14. **Limitation of Liability.** In no event shall either party be liable for any special, indirect, incidental, punitive or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.
- 15. **Confidentiality.**

1. **Personal Health Information.** Heritage agrees that from time to time during the Agreement its agents, employees or assigns, may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164. Heritage agrees that Heritage, its agents, employees or assigns will not use or disclose PHI for any purpose unless expressly authorized by the County or required by a court of competent jurisdiction or by any governmental authority or by any state or federal law.

2. **Information Security.** The parties agree that any collection, access, use, storage, disposal and disclosure of personal or confidential information does and will comply with all applicable federal and state privacy and data protection laws, as well as other applicable regulations and rules. Heritage is obligated to implement and maintain minimum safeguards for the treatment of personal and confidential information, particularly in the handling of highly sensitive personal information.

3. **Public Access Information.** Heritage acknowledges that County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information, and certain information relating to individual or public safety. Heritage is responsible for affirmatively identifying and notifying County of all information it deems protected from disclosure by providing an affidavit explanation substantiating the protected nature of the information. Heritage acknowledges that should Heritage disagree with County's determination that such information is not protected, Heritage warrants that it will be solely responsible for all legal costs and fees associated with any defense by the County of Heritage's claim for protection in the event of an open records request from a third party, which Heritage



chooses to oppose. Heritage will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the County, or Heritage will immediately withdraw its opposition to the open records request and permit the County to release the documents for examination. The County will inform Heritage in writing of any open records request that is made, and Heritage will have three working days from receipt of the notice to notify the County in writing whether Heritage opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record. Documents and information that, in the opinion of the County, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

16. **Force Majeure.** No delay or failure in performance by either Party hereto, except for the payment for Services previously performed, shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the Party affected and which said Party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, unavoidable casualties, expropriation or confiscation of facilities, changes in applicable law, court orders, acts, orders or regulations of any governmental agency, revocation or modification of governmental permits or other required licenses or approvals, war, rebellion, sabotage or riots, unavailability of labor, equipment, supplies, materials or work, floods, adverse weather conditions, fires, explosions, or other catastrophes, strikes or any other considered acts of employees, lockouts or similar occurrences (collectively, "Force Majeure").

17. **Independent Contractor.** Heritage is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither Heritage nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County.

18. **Registration With the Secretary of State.**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA Sections 35-14-1505, 35-8-1001, and 35-12-1309. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. MCA Sections 35-8-1001, 35-12-1302, and 35-14-1502. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

19. **Notice.**

- a. All other notices required or permitted to be given under this Agreement shall be in writing and addressed or delivered by certified mail or overnight courier with tracking capabilities to the parties at the following addresses:

Heritage Health Solutions, Inc.  
750 Canyon Dr. Suite 120  
Coppell, Texas 75019  
Attn: Director, Contract Management

Cascade County Sheriff's Office  
3800 Ulm N Frontage Rd  
Great Falls, MT 59404  
Attn: Scott Van Dyken

- b. Parties will give written notice of any and all claims promptly following Party's first knowledge of the event or occurrence which gives rise to that claim. .

20. **Assignment or Delegation.** Heritage may not delegate, assign, or subcontract its rights and/or responsibilities under this Agreement without prior written consent of County. County may not assign or subcontract its rights and/or responsibilities under this Agreement without Heritage's prior written consent. This consent may not be unreasonably withheld by either party.
21. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.
22. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement and of act required to be done and performed by the parties.
23. **Defined Terms.** All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine, and neuter pronouns), as the case may be. The paragraph headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit, or describe the intent or scope or in any manner affect this Agreement.
24. **Waiver.** Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions.
25. **Severability.** If any section of this Agreement shall be found to be unenforceable, such finding shall not affect the enforceability of any other section or the Agreement as a whole.
26. **Electronic Signature.** This Agreement may be executed and delivered by facsimile transmission, email, PDF, electronic signature or other similar electronic means, and such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties have read, understand, and agree to be bound by the terms of this Agreement and have executed this Agreement by their duly authorized representatives as of the date first written above.

**HERITAGE HEALTH SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CASCADE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A - SERVICES

Heritage will manage medical claims administration, provider network contracting, and provider payment for all Outpatient, Emergency Room, and Hospital Inpatient claims when residents leave the county's detention facilities for medical services that are the financial responsibility of the County.

- Heritage will be responsible for medical claims processing of all off-site medical claims which have been tendered by County to Heritage for processing as provided for in Attachment B.
- Heritage will negotiate with local providers to participate in the Heritage Network.
- Heritage will pay providers at Heritage's negotiated contract rates.
- Heritage will pay providers within 45 calendar days of receiving a valid claim.
- Heritage will invoice the County monthly for the previous month's claims.
- Heritage will provide a toll-free phone line with a customer service call center.
- Heritage will provide an account manager to assist with day-to-day issues or questions.
- Heritage will confirm eligibility and authorization of service prior to payment of claims based on information supplied by the county and/or jail facility. Claims that don't meet approval requirements will be denied.
- Heritage will manage the appeals process with providers.
- For full transparency, the Heritage invoice will include the billed amount from the provider, the Medicare price, and the invoiced amount to the County.
- Heritage shall notify providers and facilities of the change in third Party administrator if applicable.
- Heritage will work in concert with the County to establish a Standard Operating Procedure (SOP) to address day-to-day procedures for processing medical claims and submit it to County representatives for approval.
- Providers will be notified that Medicaid must be billed for patients admitted to the hospital with a 24 hour stay. Heritage will notify Providers of their responsibility to bill Medicaid, as appropriate.
- The County will not be responsible for payment for any pre-existing medical conditions.

### Reporting:

- Standard and Ad Hoc reporting will be provided.
- Data management and exchange including eligibility files and off-site authorization files.
- Invoices will be delivered via secure email or uploaded to Heritage's secure FTP site where the County can access them.
- As part of this service, if the County can provide a weekly off-site visit report that would make it apparent which off-site visits have been authorized, Heritage will use that information to produce a monthly accrual report. The accrual report will identify estimated costs associated with visits that have occurred, but for which claims have not yet been received. The accrual report will be delivered at the same time as the monthly invoice.
- Heritage will include a monthly Check Register with each monthly invoice that indicates the claims being paid to providers during that check cycle, along with the amount paid to each provider.
  - Upon request, Heritage will produce two check cycles each month to facilitate paying providers twice monthly if the County is willing to fund the payments twice monthly. In such event, Heritage will send a check register to the County for review. The County will fund the designated account, Heritage will then pull funds from the designated account and pay providers. Heritage will produce and send invoices to the County monthly.
- The Monthly Paid Claim Invoice Report will include all claims paid in the claim cycle with

supporting details including:

- |                |                   |                         |                  |
|----------------|-------------------|-------------------------|------------------|
| • Claim Number | • Member DOB      | • Primary Diagnosis     | • Billed Amount  |
| • Member Name  | • Provider Name   | • Diagnosis Description | • Invoice Amount |
| • Member ID    | • Provider Tax ID | • Date(s) of service    |                  |

- The Quarterly Utilization and Cost Review will include, but is not limited to:
  - Admissions by Hospital Provider
  - Inpatient Admissions and Days by Hospital Provider with quarterly trending
  - Average Cost Per Admission with trending by quarter and/or Fiscal Year
  - Number of Emergency Department runs by quarter and/or Fiscal Year
  - Number of Emergency Department runs by diagnosis
  - Number of Emergency Department runs by provider facility
  - Total claims processed, billed charges, invoiced amount, and savings for period
  - The high-cost claims report includes claim details for all claims in the period that exceed a mutually agreeable cost.
  - Heritage's account manager will review the quarterly report with County staff either over the phone or in person to review spending trends and opportunities for additional savings as well as answer any questions that may arise.

**Performance Requirements**

1. Heritage will provide the County with an invoice, with accompanying electronic check register (claims disbursements) file, along with financial reports that balance to both the invoice and electronic check register showing all paid claims.
2. Heritage shall pay providers within two (2) business days from receipt of payment from the County.
3. Heritage's Customer Care Call Center will maintain the following minimum standards:
  - a. Average Speed of Answer 30 Seconds
  - b. Abandonment Rate 4%



## **ATTACHMENT B – PRICE OFFERING**

Heritage will adjudicate and pay all inmate medical claims on behalf of County for medical services which occur outside the Detention Center. Heritage will negotiate, in good faith, with providers, to secure and maintain a comprehensive, countywide medical preferred provider network (PPN) to provide accessible offsite inpatient and outpatient healthcare to County inmates.

Processing Fee per claim:

- Fully Processed and Denials ..... \$40.00

Any price offering better than 70% to Billed Charges from the provider, Heritage retains 40% and the County receives 60% of the savings. Heritage will honor County's provider, that conducts Rape Kits, negotiated rate that is better than 70% to billed.

The County will only pay Heritage processing fees for the denial of claims which the County has preapproved as denials prior to Heritage's receipt of the claim.

February 28, 2023

AGENDA # 4

## Agenda Action Report

### *Prepared for the*

## Cascade County Commission

**Presented By:**


Cascade County Planning & GIS Department  
Raina Leavens, Planner

**Regarding:**

A Public Hearing regarding a proposed map amendment to the Cascade County Zoning Regulations

**Requested Action:**

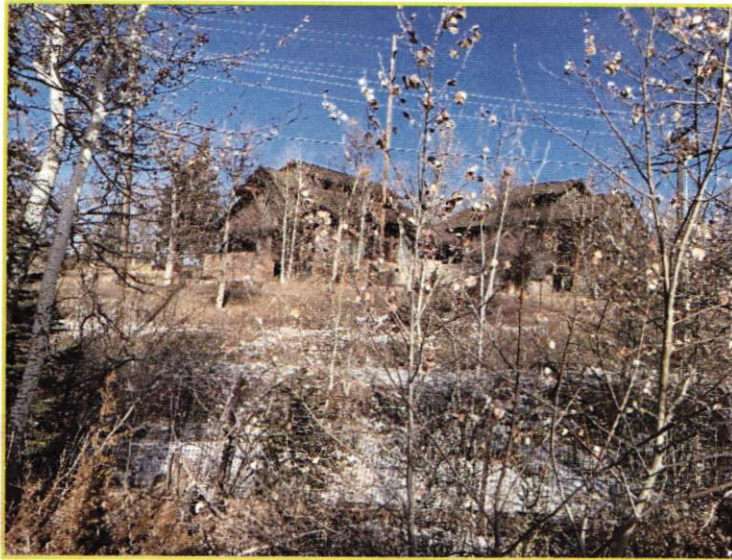
Recommend to the Board of County Commissioners to amend the zoning map of the Cascade County Zoning Regulations by rezoning Parcel #2619975 from the Open Space District to the Mixed-Use District

SUBJECT PROPERTY INFORMATION	
	
Applicant(s)/Owner(s):	Cascade County 3 Anaconda Hills Dr. Black Eagle, MT 59414
Legal Description:	Tract 3 of Certificate of Subdivision Plat #3732, in Section 06, Township 20 N, Range 04 E, PMM, Cascade County, MT
Geocode:	02-3016-06-1-01-01-0000
Parcel Number:	2619975
Acreage	4.636 acres
Existing Zoning:	Open Space ("OS") District
Current Land Use:	Commercial
Surrounding Land Uses/Zoning:	North: Recreational/OS South: Undeveloped/OS East: Undeveloped/OS West: Commercial/MU
FEMA FIRM Panel Number	30013C0345E



## **GENERAL INFORMATION**

Cascade County is initiating this proposed rezone of the subject property. The purpose of the rezone is to reclassify the property considering its historical usage and to allow for similar future uses on the property. Stray Moose Productions has leased the subject property from Cascade County since 1999. Stray Moose Productions started making improvement to the property shortly thereafter.



*Figure 1: Stray Moose Production Building on Property*

The property was originally zoned Heavy Industrial (I-2) with the onset of county-wide zoning in 2005. By 2007, the property was zoned Light Industrial (I-1) and by 2009 it was zoned Open Space (OS).

This property is located in the Operable Unit ("OU") 02 by the US Environmental Protection Agency ("EPA") as part of the ACM Smelter and Refinery Superfund Site controlled by Atlantic Richfield Company ("ARCO"). It is accessible by North River Road, a county road, and Smelter Avenue NE, a Montana Department of Transportation ("MDT") road.

Directly to the North, is the Anaconda Hills Golf Course owned by the City of Great Falls. On that property sits the historical barn. To the West, is the Black Eagle Community Center. Finally, to the South and the East, the property is owned by Cascade County and is undeveloped and also part of the ACM Smelter and Refinery Superfund Site.

A Conveyance Agreement of 1995 currently in effect between ARCO and the County allows for recreational/open space and commercial uses on the property. It does not allow for residential uses. The MU District does allow for residential type use, but due to the Conveyance Agreement, the subject property would continue to be restricted to prohibit residential uses.

At the Black Eagle Technical Advisory Group meeting at the Black Eagle Community Center on November 2, 2022, the possibility of rezoning the subject property was discussed. On November 9, 2022, the County conducted a meeting to discuss how to move forward with the prospect of the Children's Museum of Montana leasing the property from the County. During this discussion, the zoning was discussed expressing concerns the property was incorrectly zoned and did not accurately reflect the property's current or historic usage. A Letter of Intent to rezone the property was sent to ARCO, EPA, DEQ, and MDT for comments on November 17, 2022. On December 20, 2022, a meeting was conducted involving the County, ARCO, EPA and DEQ. A letter of support for the rezone proposal from ARCO was received on January 5, 2023.

On January 12, 2023, public notices of the Planning Board and Commission public hearings were posted around the subject property in Black Eagle in at least five (5) public places. Interested agency and adjacent property owner notifications were sent on January 30, 2023. Notice was published in the Great Falls Tribune of the Planning Board's public hearing on the matter on February 12, 2023,



and February 19, 2023, of the public hearing scheduled for February 21, 2023. The Planning Board recommended approval of the rezone. Notice of the Commission's public hearing was published on February 19, 2023, and February 26, 2023, for the hearing scheduled for February 28, 2023.

**I. PROPOSED AMENDMENTS TO SECTION 4 "ZONING MAPS"**

The CCZR already has established zoning districts. This proposal would reclassify only the subject property from the OS District to the MU District. The OS District is intended to provide for open space recreation and environmental relief in residential areas, riparian zones, and amenity areas. While the MU District is intended to provide for higher-density residential development with residential services and limited commercial uses operating at a small scale. Much of the Black Eagle area is zoned in the MU District.

**II. THE PROPOSED CHANGES ARE MADE IN ACCORDANCE WITH THE GROWTH POLICY & DESIGNATED TO SECURE SAFETY FROM FIRE, AND OTHER DANGERS; PROMOTE PUBLIC HEALTH, PUBLIC SAFETY, AND GENERAL WELFARE; AND FACILITATE THE ADEQUATE PROVISION OF TRANSPORTATION, WATER, SEWERAGE, SCHOOLS, PARKS, AND OTHER PUBLIC REQUIREMENTS.**

**Criterion #1: Whether the proposed changes are made in accordance with the Cascade County Growth Policy.**

Pursuant to MCA § 76-2-203, the following criteria and guidelines must be considered in conjunction with all rezoning proposals. The Cascade County Growth Policy contains five (5) goals which the policy defines as a direction of the Growth Policy. Each goal includes a subset of objectives defined as a more narrowly defined and concrete expression of community intent. The five (5) goals and related objectives will now be addressed.

***Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.***

- A. Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing and forest products.*

This rezone will allow other non-open space uses on the property. Namely, it will allow future commercial uses that will support this goal. While not precluding other possible businesses, the rezone brings the current Stray Moose Production business into compliance with the zoning district and will allow future uses like the proposed Children's Museum of Montana to utilize the existing improvements on the property. The Children's Museum of Montana is needing to relocate their existing business from their current Great Falls location. In the event they acquire use of the property, it will directly aid in retaining their existing business in the community.

- B. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.*

No natural resources will be utilized as a result of the proposed map change. The proposed map amendment will help keep a stable and growing county tax base in the county.

- C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunications, and youth/social services.*



The proposed change complements the existing Black Eagle Community by utilizing existing improvements on the property that would otherwise be required by existing agreement to be removed or left to the County. The property is next to the Black Eagle Civic Center and the River's Edge Trail making it an ideal location for recreational and limited commercial uses. In the event this site is leased to the Children's Museum of Montana, it will target educational and recreational services to youth and other youth social services.

*D. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.*

This property is ideal for cultural and historical type uses. This property is part of the ACM Smelter and Refinery Site that started around 1890 and closed in 1980.<sup>1</sup> The property is near the Boston and Montana<sup>2</sup> Barn and the Black Eagle Dam, the first hydroelectric plant in Montana. In the event the Children's Museum of Montana obtains a lease on the property, the museum will serve to draw in tourists to the area given the historical significance of the site and the museum's exhibits and other educational programs.

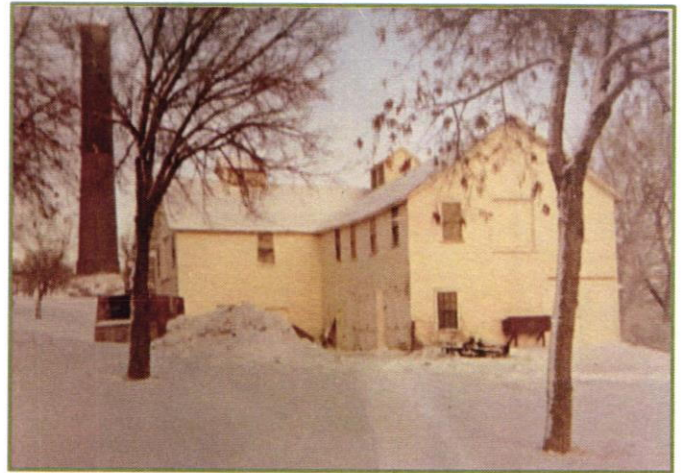


Figure 2: The Boston & Montana Company Barn

*E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.*

The rezone proposal would not have an adverse effect on fostering or stimulating well-planned entrepreneurship in the county. By allowing additional recreational and commercial uses on the property, the rezone could invite future uses that are driven through entrepreneurship. The current use of the property by Stray Moose Production is an example.

*F. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.*

The proposed changes are anticipated to have a positive impact on the local business environment.

*G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.*

The proposed changes will help improve local trade capture by providing continued employment to area employees. The historical and cultural character of the area has the potential to attract uses that complement and emphasis Black Eagle residents' heritage and existing businesses, and the general character of the community.

<sup>1</sup><https://archiveswest.orbiscascade.org/ark:80444/xv06169?q=ACM%20Smelter%20%20Refinery,%20Black%20Eagle,%20MT#idm8777> (accessed Feb. 2, 2023).

<sup>2</sup> The Boston and Montana reference is a shortened name for the Boston and Montana Consolidated Copper and Silver Mining Company established in 1887 that later merged with the Amalgamated Copper Company in 1901 later to become the Anaconda Copper Company and eventually sold to Atlantic Richfield Company (ARCO).

- H. *Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.*

The proposed map change will not have a direct impact on this objective. Depending on future use of the property, those uses may already be networked and supportive of economic development efforts.

- I. *Encourage the growth of the agricultural economy.*

The proposed map change is not anticipated to have a negative impact on the growth of the agricultural economy. Depending on the type of use of the property, there is a potential it could encourage the growth of the agricultural economy, e.g., agricultural educational programs and/or agriculture-related commercial sales or services.

- J. *Stimulate the growth of the economy by encouraging the use of alternate methods of energy production, including wind energy.*

Use of alternative methods of energy production is not expected to stimulate the growth of the economy as a result of the proposed change. Nothing precludes entrepreneurs from incorporating alternative means of energy into an existing or new business that could occur.

***Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with the natural resource development.***

***Objectives:***

- A. *Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.*

The proposed change is not expected to impact agriculture and forestry in the County. The proposed change will apply to the Mixed-Use and Open Space Districts only, resulting in no change to the Mixed-Use 20 and Agricultural Districts.

- B. *Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.*

Allowing the use of existing property improvements, otherwise considered nonconforming, will help future uses occupy the space rather than finding alternative locations outside of urbanized area. The property is located near the River's Edge Trail encouraging the utilization and enjoyment of the County's scenic beauty.

- C. *Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.*

Allowing utilization of this property encourages commercial and recreational uses in and near Black Eagle thereby helping to preserve existing open spaces in the County. While the property is currently zoned Open Space, it has not been used as such. With the onset of county-wide zoning, this property was initially zoned Heavy Industrial and later changed to Light Industrial followed by a change to Open Space. The current structural improvements on the property were made prior to county-wide zoning. Therefore, this property has not been used for open space and is better suited for Mixed Use like the majority of Black Eagle.

- D. *Assure clean air, clean water, a healthful environment and good community appearance.*

The property is currently undergoing EPA/DEQ remediation. Additional remediation may be needed depending on future uses of the property. In the event the Children's Museum of Montana leases the property, remediation to a residential standard may be required. The



current building was connected to the Black Eagle Water & Sewer District in 1999 providing approximately 100 gallons of water per minute of unrestricted flow. The building utilizes a gravity sanitary sewer service with a lift station that connects to the Black Eagle community sanitary sewer system. The Mixed-Use District requires yard setbacks, landscaping, and off-street parking requirements to help ensure a good community appearance. Any local business will be required to work with the City-County Health Department and other environmental agencies to comply with water, wastewater, and stormwater requirements.

- E. *Support the development of natural resources including but not limited to timber, mining, oil and gas production, and renewable energy production.*

The proposed change is not expected to support the development of natural resources.

- F. *Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields process.*

This is a prime example of continuing to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund processes. Cascade County has continually worked with the EPA, DEQ, and ARCO to ensure that the necessary remediation of the property are coordinated and all agencies are working together. Prior to initiating this rezone process a Letter of Intent was sent to EPA, DEQ, ARCO and MDT to obtain their initial thoughts. If these agencies had come back with concerns, this rezone would process would have likely ceased. The rezone project is also one of several steps that will need to occur to allow commercial reuse of the property. The Cascade County Superfund Coordinator has an active history working with the Black Eagle Community, EPA, DEQ and ARCO to coordinate efforts that promote community redevelopment of the Superfund site not exclusive of this property. The EPA has a Superfund Redevelopment Initiative that support redeveloping Superfund sites to productive use.<sup>3</sup>

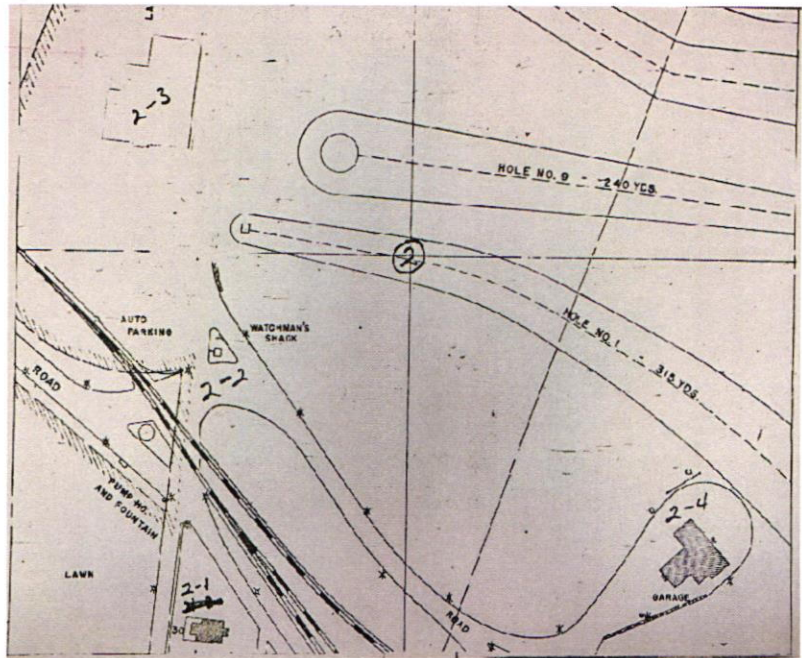


Figure 3: Historical Area Site Map

<sup>3</sup> [https://19january2017snapshot.epa.gov/superfund-redevelopment-initiative\\_.html](https://19january2017snapshot.epa.gov/superfund-redevelopment-initiative_.html) (accessed Feb. 2, 2023)

***Goal 3: Maintain agricultural economy.***

***A. Protect the most productive soil types.***

While the soil on the property is largely made up of Gerber-Lawther silty clays that is classified as farmland of statewide importance<sup>4</sup>, this site is considered a Superfund site. The land has not been in agricultural use or production for over 100 years.

***B. Continue to protect soils against erosion.***

The proposed changes are not expected to negatively impact existing soils on the property. The current Conveyance Agreement between ARCO and Cascade County restricts or requires necessary approvals for soil disturbances on the property.

***C. Protect the floodplain from non-agricultural development.***

The property is located in flood insurance Zone X being an area of minimal flood hazard and is not in the Regulated Flood Hazard Area.<sup>5</sup>

***D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.***

This proposed change is not for agricultural purpose and will not directly impact the agricultural industry.

***Goal 4: Retain the presence of the US Military in Cascade County.***

***Objectives:***

***A. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.***

This proposed change will not negatively impact support to maintain the current mission status.

***B. Promote the location of additional military missions in Cascade County.***

This proposed change will not impact the development of additional military missions.

***C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.***

This proposed change will not impact reactivation of MAFB runway. Any new structures will be restricted if in a Height Military Overlay District (MOD) to prevent interference with the runway. The property is located in MOD-F, Outer Horizontal Surface, restricting structure height to no more than 500 feet.

***E. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.***

The property is miles away from a Missile Alert Facility and Launch Facility. This rezone will not conflict with the Joint Land Use Study ("JLUS"). Any uses, signs, or alterations to the existing building will be required to be properly permitted in compliance with the Cascade County Zoning Regulations that will ensure compliance with the JLUS.

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<sup>4</sup> <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx> (accessed Feb. 2, 2023).

<sup>5</sup> FEMA FIRM Panel #30013C0345E, eff. March 19, 2013.



**Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.**

**Objectives:**

- A. *Maintain Cascade County's citizens independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.*

The proposed change will not impact Cascade County's citizen's independent lifestyle and would give the new and existing business owners more opportunities to develop and/or utilize their business operations and improvements.

- B. *Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.*

Utilizing this property for commercial redevelopment opportunities will help continue to keep the area utilized by the community despite its Superfund status. For some, stepping foot on this property may be nostalgic of what it once was and generate a sense of pride and belonging, and for others it might be the excitement of new possibilities. An Interested

Agency Notice was sent via email on February 2, 2023, to the Montana Historical Society soliciting any comments concerning any specific archaeological, historical, or paleontological significances the property may have. At the time of writing this report, no responses have been received.

- C. *Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.*

The Black Eagle Volunteer Fire Department provides fire protection services to the property. It is not located in the Wildland-Urban Interface.<sup>6</sup>

- D. *Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.*

This rezone proposal will allow for educational facilities that would not be allowed in Open Space District. In the event the Children's Museum of Montana is able lease the property, it will provide educational programing and opportunities not only to county residents but also out-of-county visitors. The rezone will support this objective.



Figure 4: Aerial Site Map of the Anaconda Company Smelter & Refinery Site

<sup>6</sup> See Community Fire Plan Wildland-Urban Interface Cascade County and Dearborn FSA Map.

**Criterion #2: Whether the zoning regulations have been designed to secure safety from fire and other dangers.**

See response above for Goal 5(C). Further, a zoning permit will be required for any land use to ensure yard setbacks, landscaping, and parking requirements are satisfied. Commercial buildings/structures will be subject to state building codes which incorporate the fire code enforced by the State Building Inspectors.

**Criterion #3: Whether the zoning regulations have been designated to promote public health, public safety, and general welfare.**

The CCZR are designed to promote public health, safety, and general welfare. The proposed changes are isolated to affect only one parcel's classification from the Open Space District to the Mixed-Use District. Both Districts, along with their standards and requirements, have already been established and found to be in accordance with this criterion.

**Criterion #4: Whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.**

The proposed change will not change the zoning regulations' ability to ensure adequate provision of transportation, water, sewage, schools, parks, and other public requirements. Zoning permits will require Applicants to have legal access, obtain any necessary Montana Department of Transportation or County Road & Bridge Approach Permits, approval from the City-County Health Department, and the Municipal Separate Storm Sewer System (MS4) Coordinator for stormwater control during and after construction, if needed, before a zoning permit will be issued.

**III. WHETHER THE PROPOSED CHANGES CONSIDER REASONABLE PROVISION OF ADEQUATE LIGHT AND AIR.**

No changes are proposed to the regulations that would impact the provision of adequate light and air. All future land uses will be subject to the general requirements for the Mixed-Use District. Such requirement includes yard setbacks, off-street parking requirements, and landscaping requirements, that will ensure adequate light and air.<sup>7</sup>

**IV. WHETHER THE PROPOSED CHANGES CONSIDER THE EFFECT ON MOTORIZED AND NON-MOTORIZED TRANSPORTATION SYSTEMS.**

The Great Falls Transit District, Route 6 "Northeast," provides transportation services as close as Smelter Avenue and 21<sup>st</sup> Street NE in Black Eagle. This map change will not directly impact transportation needs, but future changes of use could. Depending on future use of the building, more traffic may be generated coming and going from the location on both Smelter Avenue NE and North River Road. The Letter of Intent and an Interested Agency Notice was sent to MDT for comment, and no comments have been received at the time of writing this report.

**V. WHETHER THE PROPOSED CHANGES CONSIDER COMPATIBLE URBAN GROWTH IN THE VICINITY OF CITIES AND TOWNS THAT AT A MINIMUM MUST INCLUDE THE AREA AROUND MUNICIPALITIES.**

The City of Great Falls owns the Anaconda Hills Golf Course directly to the North of this parcel that allows for recreational use, a club house, and the historic Boston and Montana Barn. Directly to the west is the Black Eagle Civic Center offering a variety of activities and meeting locations for the

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<sup>7</sup> See CCZR § 7.5.



community. The rezone will allow similar types of recreational and light commercial uses compatible with the surrounding area properties and the Black Eagle community.

**VI. WHETHER THE PROPOSED CHANGES CONSIDER THE CHARACTER OF THE DISTRICT AND ITS PARTICULAR SUITABILITY FOR PARTICULAR USES.**

This parcel is currently zoned as part of the existing Open Space District and is approximately 4.636 acres. The rezone will reclassify the property into the existing Mixed-Use District. Black Eagle is primarily zoned Mixed-Use, and the subject property is directly adjacent to property already zoned Mixed-Use. This is not a situation where the rezone will create an island parcel subject to its own individualized zoning. The current use is a legal non-conforming use, and the rezone will allow for light commercial type uses characteristic of the surrounding area. Therefore, the proposed rezone is consistent with the prevailing use in the area. While the parcel is small, the existing Mixed-Use District encompasses a large area of County lands, and this acreage will be added to the Mixed-Use District. The final consideration is whether the proposed change is more in the nature of special legislation. This rezone will benefit the current lessee of the property, and future lessees of the property and Cascade County. Allowing use of the existing business improvements will positively affect resale value and future uses of such improvements. Additionally, depending on the type of future uses, it could also have a positive outcome for the general public, e.g., museum, community center, etc.

**VII. WHETHER THE PROPOSED CHANGES CONSIDER CONSERVING THE VALUE OF BUILDINGS AND ENCOURAGING THE MOST APPROPRIATE USE OF LAND THROUGH THE JURISDICTIONAL AREA.**

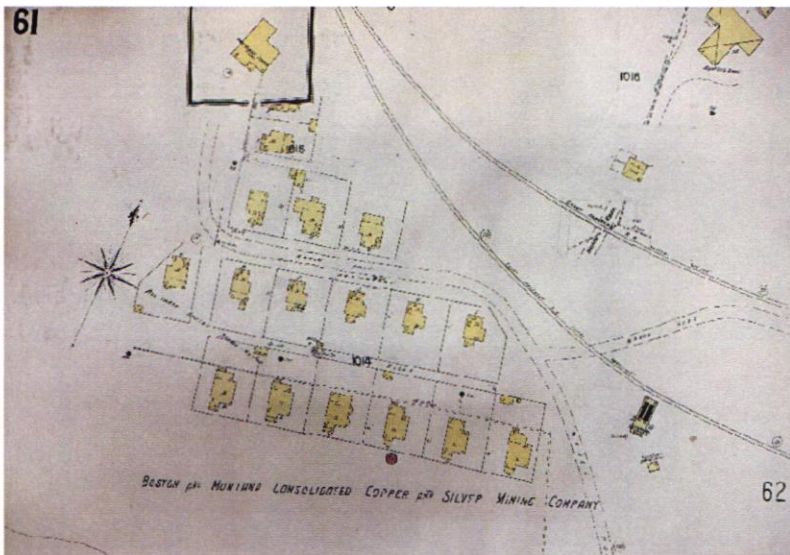


Figure 5: Early 1900's Historical Site Map of the Boston & Montana Company

The rezone does consider conserving the values of existing buildings. The rezone will allow for the existing building on the property to be utilized for other future commercial and/or recreational uses, that would otherwise be prohibited in the Open Space District.

**VIII. THE PROPOSED CHANGES ARE COMPATIBLE WITH THE ZONING ORDINANCE OF NEARBY MUNICIPALITIES.**

The property is located in Black Eagle and within close proximity to the City of Great Falls. The Anaconda Hills Golf Course is directly North of the property and is owned by the City of Great Falls. An Interested Agency Notice was provided to

the City of Great Falls. At the time of writing this report, no comments have been received.

**IX. PUBLIC COMMENT(S)**

The MS4 Coordinator provided comment that the proposed zoning change was outside the MS4 jurisdiction for review of stormwater runoff and that the rezone was acceptable. See comments attached.

## **RECOMMENDATION**

On February 21, 2023, the Cascade County Planning Board recommended approval of the zoning map amendment to rezone Parcel #2619975 from the Open Space District to the Mixed-Use District.

## **PROPOSED MOTIONS FOR CONSIDERATION:**

1. I move the Board of Cascade County Commissioners, after consideration of the Cascade County Planning Board's recommendation, Staff Report, public comments, testimony, and informational materials, **adopt** the Staff Report and **approve** *Resolution of Intention #23-12* for a zoning map amendment to rezone Parcel No. 2619975 from the Open Space District to the Mixed-Use District based on the conclusion that it meets the criteria and guidelines set forth in MCA § 76-2-203; or
2. I move the Board of Cascade County Commissioners, after consideration of the Cascade County Planning Board's recommendation, Staff Report, public comments, testimony, and informational materials, **deny** the rezone of Parcel No. 2619975 from the Open Space District to the Mixed-Use District based on the conclusion that it fails to meet the criteria and guidelines set forth in MCA § 76-2-203 for the following reasons:

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## **Attachments:**

- Vicinity & Zoning Maps
- Notice
- Comments
- *Resolution of Intention #23-12*

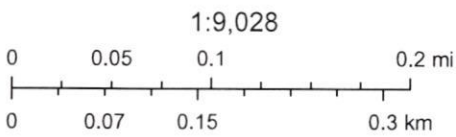


3 Anaconda Hills Dr. - Parcel No. 2619975



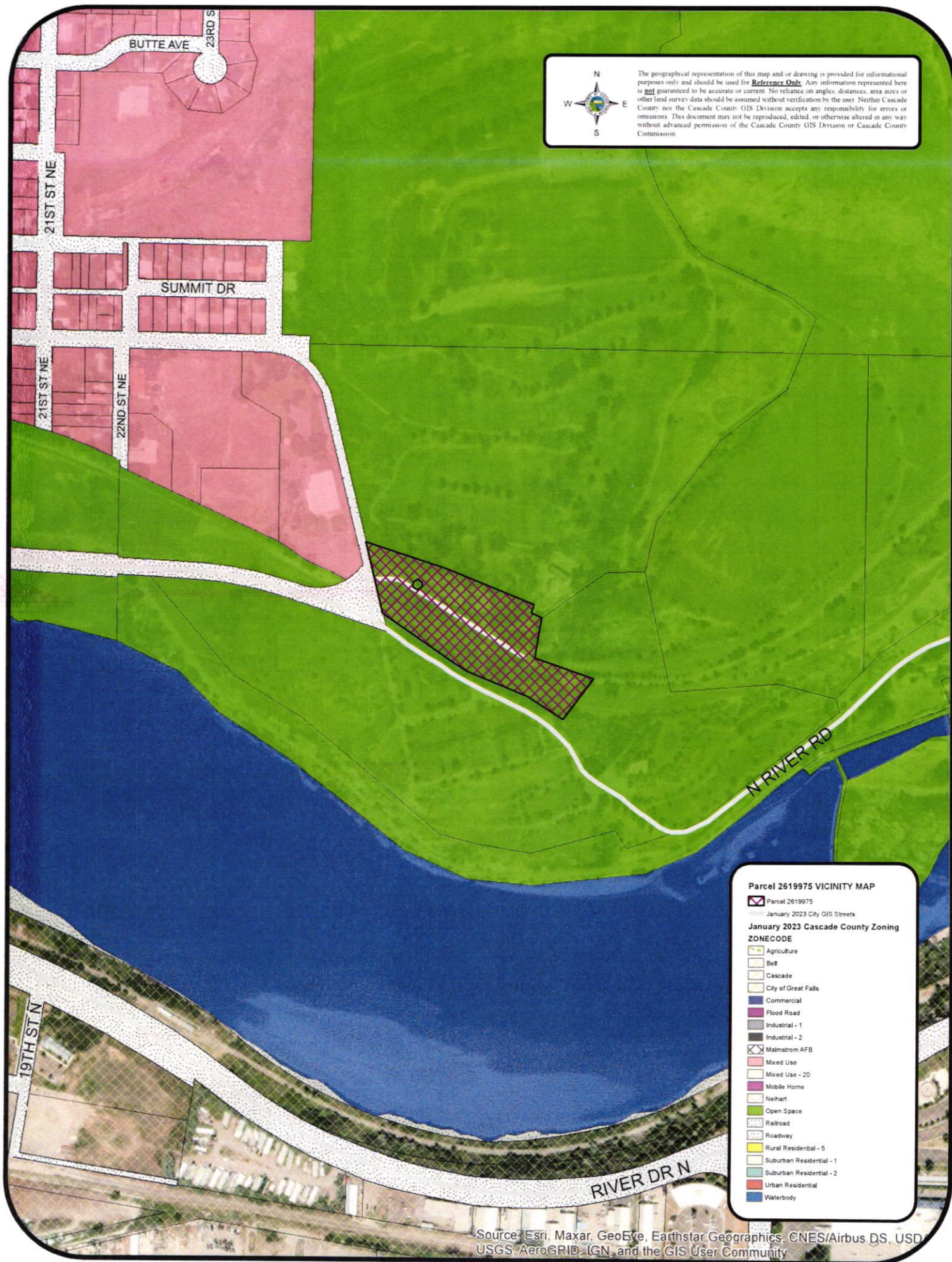
11/14/2022, 4:19:50 PM

- Cascade County GIS Roads May 2022
- Cascade County GIS Maintained Roads
- Asphalt
- Stripped Asphalt
- Cascade County Parcels May 2022
- FloodDataAE
- FloodDataA



Maxar





The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for **Reference Only**. Any information represented here is **not** guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

**Parcel 2619975 VICINITY MAP**

- Parcel 2619975
- January 2023 City GIS Streets

**January 2023 Cascade County Zoning ZONECODE**

- Agriculture
- Belt
- Cascade
- City of Great Falls
- Commercial
- Flood Road
- Industrial - 1
- Industrial - 2
- Malmstrom AFB
- Mixed Use
- Mixed Use - 20
- Mobile Home
- Neihart
- Open Space
- Railroad
- Roadway
- Rural Residential - 5
- Suburban Residential - 1
- Suburban Residential - 2
- Urban Residential
- Waterbody



## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY** given that the Board of Cascade County Commissioners will hold a public hearing on Tuesday, February 28, 2023, at 9:30 AM in Room 105 of the Courthouse Annex located at 325 2<sup>nd</sup> Avenue North, Great Falls, MT 59401, and via Zoom (an online platform). The Board will consider adoption of a *Resolution of Intention* for a zoning map amendment to rezone Parcel No. 2619975 from the Open Space District to Mixed Use District. The property is addressed as 3 Anaconda Hills Drive, Black Eagle, having Geocode 02-3016-06-1-01-01-0000, located in Section 6, Township 20 North, Range 04 East, PMM, Cascade County, MT.

Materials are on file for public inspection at the office of the Cascade County Planning & GIS Department, 121 4th St N, Suite 2 H/I, Great Falls, MT 59401, and in the office of the Cascade County Clerk and Recorder, 121 4<sup>th</sup> St. N., #1B-1, Great Falls, MT 59401. Any interested person may appear to speak for or against the proposed rezone and may submit written public comments to the Department by email at [planningcomments@cascadecountymt.gov](mailto:planningcomments@cascadecountymt.gov) or during the public hearing. Please go to [www.cascadecountymt.gov](http://www.cascadecountymt.gov) for details on how to join the meeting by Zoom. Individuals needing special accommodations to participate should contact the Department at (406) 454-6905 prior to the meeting to allow adequate time for special arrangements.

CASCADE COUNTY PLANNING & GIS DEPARTMENT

/s/Charity N. Yonker, Planning Director

Publication Date(s): Sunday, February 19, 2023 & Sunday, February 26, 2023

# Atlantic Richfield Company

317 Anaconda Rd.  
Butte, MT 59701  
Phone: (406) 782-9964

January 5, 2023

VIA EMAIL

Charity Yonker  
Planning Director  
Cascade County Planning & GIS Department  
1221 4<sup>th</sup> Street North, Suite 2H/I  
Great Falls, MT 59401

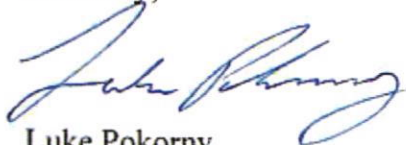
**Re: Response to Letter of Intent to Rezone Parcel #2619975**

Dear Charity:

I'm writing to you on behalf of Atlantic Richfield Company (AR) and in response to your Letter of Intent to Rezone Parcel #2619975, dated November 12, 2022. In general, AR supports Cascade County's proposed zoning change to allow commercial type land uses, such as the Children's Museum of Montana, provided that any proposed land uses do not conflict with the covenants described in Article VII (Property Covenants and Zoning Ordinance) of the July 5, 1995, Conveyance Agreement between AR and Cascade County.

Thank you for notifying AR of the proposed rezoning of parcel #2619975 and providing this opportunity to comment. Please let me know if there is anything else you might need from AR to support future developments in and around Black Eagle.

Sincerely,



Luke Pokorny  
Liability Manager  
Atlantic Richfield Company

cc: Charlie Coleman, EPA (email)  
Dick Sloan, MDEQ (email)  
Carey Ann Haight, Cascade County (email)  
Sandy Johnson, Cascade County (email)  
Kyle Hollow, Pioneer Technical Services (email)  
Nathan Block, Atlantic Richfield Company (email)  
Mave Gasaway, Davis Graham & Stubbs (email)



## Yonker, Charity N.

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**From:** Kevin May <kmay@bigskyce.com>  
**Sent:** Tuesday, January 31, 2023 8:31 AM  
**To:** Yonker, Charity N.  
**Subject:** Re: NOTICE ZC 2023-001 Zoning Map Amendment - 3 Anaconda Hills Dr.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Charity. With that information in mind, the proposed zoning change is acceptable on my end. Thank you.

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*Kevin May, P.E.  
Big Sky Civil & Environmental, Inc.  
P.O. Box 3625  
Great Falls, MT 59403  
(406) 727-2185 ph  
(406) 727-3656 fax  
(406) 390-4514 cell  
<http://www.bigskyce.com/>*

On Tue, Jan 31, 2023 at 8:12 AM Yonker, Charity N. <[cnyonker@cascadecountymt.gov](mailto:cnyonker@cascadecountymt.gov)> wrote:

Hi Kevin,

The Stray Moose Production currently leases the land from the County. Stray Moose has made past improvements to the land pre-dating county-wide zoning. The parcel is zoned Open Space limiting the usage of the area. Stray Moose would like to sell off their improvements in an attempt to recover some of their costs of past improvements. The Children's Museum of Montana is hoping to lease the property from the County. That use is not currently allowed within the OS District. No improvements will be made other than to parking. We also have an agreement with ARCO that allows for recreational/open space and commercial uses (not residential) on this property and it is subject to remediation. It is currently OU 2. EPA/DEQ may require additional remediation to a residential standard if the Children's Museum ends up with the lease.

I do not believe there will be any additions to the actual building. There may be some parking areas developed further. During the onset of county-wide zoning this parcel was originally zoned Heavy Industrial and then to Light Industrial and finally to Open Space. Stray Moose has a lift system for wastewater disposal.

Let me know if you have any questions, please let me know.

**Charity N. Yonker**

*Planning Director*

Cascade County Planning & GIS Department

121 4<sup>th</sup> Street North, Suite 2H/I

Great Falls, MT 59401

Phone: (406) 454-6905

Fax: (406) 454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

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**From:** Kevin May <[kmay@bigskyce.com](mailto:kmay@bigskyce.com)>

**Sent:** Tuesday, January 31, 2023 7:50 AM

**To:** Yonker, Charity N. <[cnyonker@cascadecountymt.gov](mailto:cnyonker@cascadecountymt.gov)>

**Subject:** Re: NOTICE ZC 2023-001 Zoning Map Amendment - 3 Anaconda Hills Dr.

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Charity,

Would you be able to give me a little more information on why the subject zone change is being proposed? Is there a project that is forthcoming following the change? While the subject property is just outside of the regulated MS4 area, it would likely be prudent to include water quality design within future development plans, if there are any. Thank you.



Kevin May, P.E.  
Big Sky Civil & Environmental, Inc.

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Great Falls, MT 59403  
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(406) 390-4514 cell  
<http://www.bigskyce.com/>

On Mon, Jan 30, 2023 at 4:38 PM Yonker, Charity N. <[cnyonker@cadecountymt.gov](mailto:cnyonker@cadecountymt.gov)> wrote:

...and the attachment

---

**From:** Yonker, Charity N.  
**Sent:** Monday, January 30, 2023 3:49 PM  
**To:** Thomas Micuda <[tmicuda@greatfallsmt.net](mailto:tmicuda@greatfallsmt.net)>; Craig Raymond <[craymond@greatfallsmt.net](mailto:craymond@greatfallsmt.net)>; Clark, Steve <[SClark@mt.gov](mailto:SClark@mt.gov)>; tom\_moore@gfps.k12.mt.us; Barnett, Harry <[hbarnett@mt.gov](mailto:hbarnett@mt.gov)>; Wingerter, Jim <[jwingerter@mt.gov](mailto:jwingerter@mt.gov)>; MJuarezThomas@mt.gov; Kevin May <[kmay@bigskyce.com](mailto:kmay@bigskyce.com)>; [kurt.depner@us.af.mil](mailto:kurt.depner@us.af.mil)  
**Subject:** NOTICE ZC 2023-001 Zoning Map Amendment - 3 Anaconda Hills Dr.

Please find the attached Interested Agency Notice for your review. Please email me at [cnyonker@cadecountymt.gov](mailto:cnyonker@cadecountymt.gov) with any questions or comments.

Thank you,

**Charity N. Yonker**

*Planning Director*

Cascade County Planning & GIS Department

121 4<sup>th</sup> Street North, Suite 2H/I

Great Falls, MT 59401

Phone: (406) 454-6905

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## Yonker, Charity N.

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**From:** Schutz, Rick  
**Sent:** Tuesday, January 31, 2023 5:20 AM  
**To:** Yonker, Charity N.  
**Subject:** RE: ZC 2023-001 - Zoning Map Change - 3 Anaconda Hills Dr.

No Comments at this time.. 😊

**From:** Yonker, Charity N. <cnyonker@cascadecountymt.gov>  
**Sent:** Monday, January 30, 2023 3:35 PM  
**To:** Planning Interdepartment List <CCInterdepartmentList@ccmtgov.onmicrosoft.com>  
**Subject:** ZC 2023-001 - Zoning Map Change - 3 Anaconda Hills Dr.

Please find the attached Interested Agency Notice for your review. Please email me at [cnyonker@cascadecountymt.gov](mailto:cnyonker@cascadecountymt.gov) with any questions or comments.

Thank you,

**Charity N. Yonker**  
*Planning Director*  
Cascade County Planning & GIS Department  
121 4<sup>th</sup> Street North, Suite 2H/I  
Great Falls, MT 59401  
Phone: (406) 454-6905  
Fax: (406) 454-6919

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

IN THE MATTER OF A RESOLUTION OF INTENTION  
TO AMEND COUNTY ZONING DISTRICT MAP

Resolution 23-12

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated ("MCA"), the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, MCA § 76-2-205 authorizes the Board of County Commissioner to amend the zoning regulations; and

WHEREAS, the county initiated a zoning map amendment to change the zoning district classification from the Open Space District to the Mixed-Use District for Parcel No. 2619975, legally described as Tract 3 of Certificate of Subdivision Plat No. 3732, US Government Lots 1 & 2, in Section 6, Township 20 North, Range 04 East, P.M.M., Cascade County, Montana; and

WHEREAS, in accordance with MCA § 76-2-204, and Cascade County Zoning Regulations § 14, the Board of County Commissioners shall require the Cascade County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, a legal notice of the public hearing held on February 21, 2023, by the Cascade County Planning Board, regarding the county-initiated zoning map amendment was published in the *Great Falls Tribune* on February 12, 2023, and February 19, 2023; and

WHEREAS, the Cascade County Planning Board held a public hearing on February 21, 2023, to allow any interested party to speak for or against the requested zoning map amendment, and passed a motion recommending the Board of County Commissioners approve said zoning amendment; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report regarding the above-mentioned zoning amendment; and

WHEREAS, in accordance with MCA § 76-2-205, notice was posted regarding the zoning change in at least five (5) public places on January 12, 2023, for the public hearing to be held by the Cascade County Planning Board's hearing on February 21, 2023, and the Board of County Commissioners' hearing on February 28, 2023; and

WHEREAS, legal notice of the public hearing held on February 28, 2023, by the Board of County Commissioners, was published in the *Great Falls Tribune* on February 19, 2023, and February 26, 2023; and

WHEREAS, the Board of County Commissioners, on February 28, 2023, held a public hearing to allow any interested party to speak for or against the requested change.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Cascade County to pass this *Resolution of Intention* to provide for the change of the zoning district classification from the Open Space District to the Mixed-Use District to Parcel No. 2619975, legally described as Tract 3 of Certificate of Subdivision Plat No. 3732, US Government Lots 1 & 2, in Section 6, Township 20 North, Range 04 East, P.M.M., Cascade County, Montana.

The proposed zoning map change is on file for public inspection at the office of the Cascade County Clerk and Recorder.

Passed and adopted at this Commission hearing on this 28<sup>th</sup> day of February, 2023.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

Attest:

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Sandra Merchant, Clerk and Recorder

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A RESOLUTION OF INTENTION  
TO AMEND COUNTY ZONING DISTRICT MAP**

**Resolution 23-12**

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated ("MCA"), the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, MCA § 76-2-205 authorizes the Board of County Commissioner to amend the zoning regulations; and

WHEREAS, the county initiated a zoning map amendment to change the zoning district classification from the Open Space District to the Mixed-Use District for Parcel No. 2619975, legally described as Tract 3 of Certificate of Subdivision Plat No. 3732, US Government Lots 1 & 2, in Section 6, Township 20 North, Range 04 East, P.M.M., Cascade County, Montana; and

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WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report regarding the above-mentioned zoning amendment; and

WHEREAS, in accordance with MCA § 76-2-205, notice was posted regarding the zoning change in at least five (5) public places on January 12, 2023, for the public hearing to be held by the Cascade County Planning Board's hearing on February 21, 2023, and the Board of County Commissioners' hearing on February 28, 2023; and

WHEREAS, legal notice of the public hearing held on February 28, 2023, by the Board of County Commissioners, was published in the *Great Falls Tribune* on February 19, 2023, and February 26, 2023; and

WHEREAS, the Board of County Commissioners, on February 28, 2023, held a public hearing to allow any interested party to speak for or against the requested change.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Cascade County to pass this *Resolution of Intention* to provide for the change of the zoning district classification from the Open Space District to the Mixed-Use District to Parcel No. 2619975, legally described as Tract 3 of Certificate of Subdivision Plat No. 3732, US Government Lots 1 & 2, in Section 6, Township 20 North, Range 04 East, P.M.M., Cascade County, Montana.

The proposed zoning map change is on file for public inspection at the office of the Cascade County Clerk and Recorder.

Passed and adopted at this Commission hearing on this 28<sup>th</sup> day of February, 2023.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

Attest:

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Sandra Merchant, Clerk and Recorder

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

February 28, 2023

Agenda #5

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** State & Local Fair Market Value Lease Agreement with *Pitney Bowes* SendPro C Auto 95 Auto Mailing Machine through Kelly Connect

**INITIATED & PRESENTED BY:** Rae Grulkowski, Commissioner

**ACTION REQUESTED:** Approval of Contract 23-25

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**BACKGROUND:**

In mid-January of this year, Innovative Postal Services (IPS) notified the Board of Cascade County Commissioners that, effective February 28, 2023, it would no longer be processing mail for Cascade County. With the short notice departure of IPS mail processing and sorting services, Cascade County needs to immediately acquire and establish a replacement mail processing system for Cascade County operations and departments to ensure that its essential mail service requirements are managed with as little disruption as possible despite this significant operational change.

After inquiring with office supply businesses regarding the availability of replacement mail processing and sorting services, it appears that such services are not readily available in Cascade County. Kelly Connect has identified a *Pitney Bowes* SendPro C Auto Mailing Machine available, pursuant to a 60 month lease with *Pitney Bowes*, which includes a 5 pound scale and label printer. The SendPro C Auto Mailing Machine is recommended for businesses processing 100+ pieces of mail daily, is equipped with an automatic feeder which can feed 95 letters per minute, an automatic envelope sealer, and provides programming of up to 100 departmental accounts with Microsoft Excel reporting. The 5 pound scale included is interfaced with United States Postal Service (USPS) domestic and international mail rates, and can “blend in” UPS and Fed Ex parcel mailing. The SendPro C Auto Mailing Machine is also capable of processing certified mail and provides package tracking. Additional consumable costs separate from the lease include:

- Ink (\$152.99 for 8000 +/- imprints)
- Shipping labels (\$40 for 300 with package tracking)
- Meter tape (~ \$.08 per imprint)
- Postage (variable, per item)



**February 28, 2023**

**Agenda #5**

The machine is equipped (at no additional cost or contractual obligation) with software for USPS. Once ordered the machine will arrive within 5 to 7 days. Once delivered, Kelly Connect will assist with installation, training, etc. At the conclusion of the lease term, Cascade County will have the option to continue the lease on a monthly basis, return the equipment or purchase the equipment "as is, where is", for its fair market value. The technological compliance of the equipment is anticipated to be 5 to 7 years.

**TERM:** 60 Months

**AMOUNT:** \$186.00 per month (billed quarterly) which includes:  
\$ 20.00 maintenance  
\$ 42.00 meter rental  
\$124.00 machine and label printer

**RECOMMENDATION:** Approval of Contract 23-25

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 23-25, the State & Local Fair Market Value Lease Agreement with *Pitney Bowes* for a *Pitney Bowes SendPro C Auto 95 Auto Mailing Machine* through Kelly Connect.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 23-25.

## STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS (DEALERS)

Thank you for choosing Pitney Bowes products and services. These Terms, and the executed order (the "**Order**") make up your agreement with Pitney Bowes (this "**Agreement**"). Please read this Agreement carefully.

Let's start with a few definitions that should help you better understand your agreement. "**PBI**" means Pitney Bowes Inc. "**Pitney Bowes**" means PBI and its subsidiaries. "**PBGFS**" means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. "**We**", "**our**" or "**us**" refers to the Pitney Bowes companies with whom you've entered into the Order. "**You**" or "**your**" refers to the entity identified on the Order. "**Dealer**" means the dealer identified on the Order. "**Meter**" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "**Meter Services**" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("**CFR**"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 29; and the Soft-Guard Program® outlined in Section 31. "**Equipment**" means the equipment listed on the Order, excluding any Meter or standalone software. "**Lease**" means Lease terms and conditions set out in Sections 1 through 10.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement ("**SLA**"), if applicable; (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

### LEASE TERMS

#### 1. Lease of Equipment; Provider of Leasing Services; Lease Term

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the "**Lease Term**"). For New Leases, the Lease Term begins on the date the Equipment is shipped if we don't install the Equipment, and the date of installation if we install the Equipment ("**Install Equipment**"). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

#### 2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.



### 3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless prohibited by law. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

### 4. WARRANTY AND LIMITATION OF LIABILITY

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 12. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.**

### 5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

### 6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that is reasonably satisfactory to us ("**Insurance**").
- (d) YOU MUST CALL US AT 1-800-732-7222 OR GO TO [pitneybowes.com/us/valuemaxoptout](http://pitneybowes.com/us/valuemaxoptout) AND PROVIDE US WITH EVIDENCE OF INSURANCE.

### 7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

### 8. Non-Appropriation

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period



through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("**Governing Body**") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

## **9. Early Termination**

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph supersedes Section 14(a)(ii) of these Terms.

## **10. Equipment Lease Buy-out**

If your Lease is a buyout to another lease you signed with a former lessor, you agree that your Periodic Payment will include certain fees ("**Pay Off Amount**") which will be paid to you to reduce or discharge your obligations to your former lessor. You are solely responsible for the obligations under the lease to the former lessor and for determining the amounts due thereunder; any assistance provided by us was done at your request and as a convenience to you, and we are not responsible for any errors or omissions which occurred in collecting information concerning that lease. You will be solely responsible for any amounts above the Pay Off Amount due under that lease. Regardless of any dispute concerning amounts due under that lease, you shall pay all payments due to us, and perform all other obligations, under this Lease. Your obligation to repay to us the Pay Off Amount is unconditional. If this Lease is cancelled, terminated, or is ineffective for any reason (except if conditionally terminated in contemplation of a new lease between you and us), the Pay Off Amount shall become immediately due and owing to us (regardless of whether you may have been released in whole or in part from the obligation to pay other sums under this Lease).

## **GENERAL TERMS**

### **11. Contact Information**

- (a) If you purchased or wish to purchase services from Dealer, please contact Dealer at the number provided to you by Dealer. If you purchased or wish to purchase any Service (defined in Section 12(b) below) from Pitney Bowes, please contact us at 1-866-200-9296, option 1.
- (b) If you have questions regarding billing, please contact: (i) Dealer directly; or (ii) us at 1-844-256-6444.
- (c) If you have questions regarding value based services described in Section 33, please contact Dealer.

### **12. Warranties**

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/di2000-terms.html](http://pitneybowes.com/us/di2000-terms.html).

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.



- (b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 21 through 26 will be performed in a professional and workmanlike manner. We provide no warranties as to any service you purchase from Dealer.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE. PLEASE CONSULT WITH DEALER FOR ANY WARRANTIES AVAILABLE TO YOU IF YOU PURCHASE SERVICE FROM DEALER.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us or the Dealer, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

### **13. Limitation of Liability**

**OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.**

### **14. Default and Remedies**

(a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;



- (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
- (vi) charge you a late charge for each month that your payment is late;
- (vii) charge you a check return fee for payments made by you with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

#### **15. Taxes**

You agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

#### **16. Embedded Software; Applications**

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

#### **17. Internet Access Point and Analog Connectivity**

- (a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.
- (b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

#### **18. Security Interest**



You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

## **19. Delivery**

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

## **20. Miscellaneous**

- (a) We will use your information in accordance with our Privacy Statement.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 13 (Limitation of Liability), 14 (Default and Remedies) and 15 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Delaware.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable export control laws and regulations.

## **SERVICE LEVEL AGREEMENT**

### **21. Applicability of SLA**

If you selected the "Standard Service Level Agreement, service performed by PBI" ("**Standard SLA**") option on your Order, the SLA below applies to you. If you selected the "Standard Service Level Agreement, service performed by PBI" option on your Order and leased, rented or bought any DI2000



inserting system and any PitneyShip™ Cube, a different SLA applies to you with respect to the DI2000 and PitneyShip Cube. If you selected the "Service performed by Dealer or other third party" option on your Order, a different service level agreement (if any) offered by Dealer applies to you. The equipment which is covered under the SLA provided by PBI is called "**Covered Equipment**".

## 22. Standard SLA

- (a) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 23) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

## 23. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease, then for the term of that agreement (as applicable, the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least sixty days (or thirty days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

## 24. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "**Overage**"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.



## 25. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 23 or you may create a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case").

## 26. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

## EQUIPMENT RENTAL AND METER SERVICES TERMS

### 27. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or the Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, unless prohibited by law, the rental term and the Meter Services term will convert to successive month-to-month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice, to the address in Section 23 or create a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

### 28. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "**Bank**") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

### 29. Meter Repair or Replacement; Meter Care and Risk of Loss



If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

### **30. Terms of Use of Meter; Federal Regulations**

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) **HAZMAT Requirement.** You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) **USPS Privacy Act Statement.** Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

### **31. Rate Updates and Soft-Guard® Program**

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom



rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

### **32. Collection of Information**

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

### **33. Value Based Services**

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

## **USPS ACKNOWLEDGEMENT OF DEPOSIT**

### **34. Acknowledgement of Deposit**

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.



- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## PURCHASE POWER TERMS

### 35. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "**Program**"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the "**Account**") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and



replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

- (e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.
- (f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.
- (g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.
- (h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

## **PRODUCT SPECIFIC TERMS**

### **36. Software**

If you are acquiring an on- premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

### **37. DI2000 Inserting System Terms**

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/di2000-terms.html](http://pitneybowes.com/us/di2000-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

### **38. PBBackup and PC-Backup Service Terms**

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

### **39. Lockers**

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

### **40. AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

**41. DM Infinity**

Support for the DM Infinity Meter may not go beyond June 30, 2024. The Initial Term/the Lease Term for a DM Infinity Meter may not go beyond June 30, 2024.

**42. PitneyShip™ Cube**

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at [pitneybowes.com/us/pitneyshipcube-service-terms](https://pitneybowes.com/us/pitneyshipcube-service-terms) and are incorporated by reference.



## STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT (DEALERS)

**Dealer: Kelley Connect**

## Your Business Information

Cascade County Commissioners

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
325 2nd Ave N	Great Falls	MT	59401
Billing Address: Street	City	State	ZIP+4
Rae Grulkowski	406-454-6814		
Billing Contact Name	Billing Contact Phone #	Billing Account #	
Same			
Installation Address (if different from billing address): Street	City	State	ZIP+4
Same	406-454-6814		
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	rgrulkowski@cascadecountymt.gov		
Fiscal Period (from – to)	Lessee PO #	Delivery Account #	

## Your Business Needs

[illegible]

**Check items to be included in Lessee's payment**

- ☒ **Service performed by Dealer or other third party**  
Kelley Connect
- ☐ **Standard Service Level Agreement, service performed by PBI** – see SLA terms in Pitney Bowes State and Local Fair Market Lease Terms (Dealers)
- ☐ **Software Maintenance (additional terms apply)** - Provides revision updates & technical assistance
- ☒ **Meter Services**
- ☐ **Value Based Services** (not including USPS fees which will be charged separately)
- ☒ **Purchase Power®** - A line of credit providing a convenient way to mail now and pay later. Consolidate meter postage, permit postage and supplies under one account – see Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers)

**If green products are identified on this Agreement, the equipment covered herein includes remanufactured products that have gone through our factory certification testing process.**

### Settlement Information

☐ **Competitive Buyout:** At your request, we included in the amount we used to calculate your Monthly Payment the sum of \$ \_\_\_\_\_ ("Pay Off Amount"), which we will pay to you by check. You shall use the Pay Off Amount to reduce, or discharge, your obligations on your lease with \_\_\_\_\_ (former lessor), lease # \_\_\_\_\_, dated \_\_\_\_\_ (See Section 10 of the Pitney Bowes Terms (Dealers) which are available at [www.pb.com/dealertermsslfmv](http://www.pb.com/dealertermsslfmv))

☐ **PBGFS Trade-Up/Competitive Buyout:** You understand that the balance owed from your existing lease # \_\_\_\_\_ ("Existing Lease") with PBGFS or your competitive buyout balance referenced above has been carried forward onto this Agreement and represents more than 50% of the cost of the Pitney Bowes equipment on this Agreement.

## Your Payment Plan

Number Of Months	Monthly Amount*	Billing Frequency
First 60	\$186.00	Quarterly
Next		

Initial Term: 60 Months

- ( ☐ ) Tax Exempt Certificate Attached  
( ☐ ) Tax Exempt Certificate Not Required

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

**Your Signature Below**

**Non-Appropriations.** You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment and any Meters at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those located in the Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers) (Version 11/22), which are available at <https://www.pitneybowes.com/us/dealertermsfmv.html> and are incorporated herein by reference. You acknowledge that you may not cancel the lease for any reason, except as expressly set forth in Sections 8 and 9 of the Pitney Bowes State and Local Fair Market Value Lease Terms (Dealers) (Version 11/22), and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you to provide proof of insurance. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <https://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Lessee Signature	Date
Print Name	Title

Pitney Bowes Signature	Date
Print Name	Title

Email Address

## Sales Information

T Boyle	Kelley Connect
Account Rep Name	Dealer Name

Dear Valued Customer:

Federal law under The USA PATRIOT Act requires us to obtain the (9) nine digit federal Taxpayer Identification Numbers (TIN) from customers that participate in a Pitney Bowes Bank product, notably Reserve Account and/or Purchase Power. Additionally, the Internal Revenue Service (IRS) requires the Pitney Bowes Bank to obtain Taxpayer Identification Numbers (TINs) from customers in order to report the free postage earned on the Reserve Account.

For Partnerships, Corporations, Banks, Government Agencies, or Non-profit Organizations, the Taxpayer Identification Number is the Federal Employee Identification Number. For Sole Proprietors, the Taxpayer Identification Number is the owner's Social Security Number.

Please complete the form below and return it with your signed contract to your dealer representative.

Thank you.

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### INFORMATION REPLY FORM

Please indicate if your company is one of the following

<input type="checkbox"/> Partnership	State / Gov't Agency <input type="checkbox"/>
<input type="checkbox"/> Sole Proprietor	Non- Profit <input type="checkbox"/>
<input type="checkbox"/> Corporation	Foreign <input type="checkbox"/>
<input type="checkbox"/> Bank	Other <input type="checkbox"/>

Organization Cascade County Commissioners  
Street Address 325 2<sup>nd</sup> Ave N  
City, State, Zip Great Falls MT, 59401 Date 2/17/23

**9 Digit Taxpayer Identification Number (TIN):**

  -  -  -  -  -  -  -  -  

*Certification: Under penalties of perjury, I certify that: (1) The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a US person (including a U.S. resident alien). If you have been notified by the IRS that you are subject to backup withholding, cross out item 2 above.*

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

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Below for Pitney Bowes Use Only:

Pitney Bowes Customer BPN (10 Digits) \_\_\_\_\_

Postage by Phone Account (8 Digits)   -  -  -  -  -  -  -